filed electronically in docket office on 07/31/08

BASS, BERRY & SIMS PLC
Attorneys at Law
A PROFESSIONAL LIMITED LIABILITY COMPANY

Adam B. Futrell
PHONE: (615) 742-7822
FAX: (615) 742-0431
E-MAIL: afutrell@bassberry.com

315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-3001
(615) 742-6200

July 31, 2008

VIA HAND DELIVERY

Chairman Tre Hargett
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: ***Petition Of Tennessee American Water Company To Change And Increase Certain Rates And Charges So As To Permit It To Earn A Fair And Adequate Rate Of Return On Its Property Used And Useful In Furnishing Water Service To Its Customers***
Docket No. 08-00039

Dear Chairman Hargett:

Enclosed please find Tennessee American Water Company's Responses to the Second Set of Discovery Requests by the Consumer Advocate and Protection Division. Copies are being served on each of the Intervenors today.

Should you have any questions concerning any of the enclosed, please do not hesitate to contact me.

Sincerely,

Adam B. Futrell

ABF:jgl
Enclosures

cc: Hon. Eddie Roberson, PhD (*w/o enclosure*)
Hon. Mary Freeman (*w/o enclosure*)
Ms. Darlene Standley, Chief of Utilities Division (*w/o enclosure*)
Richard Collier, Esq. (*w/o enclosure*)
Mr. Jerry Kettles, Chief of Economic Analysis & Policy Division *(w/o enclosure*)
Timothy C. Phillips, Esq. (*w/enclosure*)
David C. Higney, Esq. (*w/enclosure*)
Henry M. Walker, Esq. (*w/enclosure*)
Michael A. McMahan, Esq. (*w/enclosure*)
Ryan McGehee, Esq. (*w/enclosure)*
Frederick L. Hitchcock, Esq., (*w/enclosure*)
Mr. John Watson (*w/o enclosure*)
Mr. Michael A. Miller (*w/o enclosure*)

6936382.1

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

IN RE:

PETITION OF TENNESSEE AMERICAN WATER COMPANY TO CHANGE AND INCREASE CERTAIN RATES AND CHARGES SO AS TO PERMIT IT TO EARN A FAIR AND ADEQUATE RATE OF RETURN ON ITS PROPERTY USED AND USEFUL IN FURNISHING WATER SERVICE TO ITS CUSTOMERS	)	**Docket No. 08-00039**

TENNESSEE AMERICAN WATER COMPANY'S RESPONSES TO THE SECOND DISCOVERY REQUEST OF THE CONSUMER ADVOCATE AND PROTECTION DIVISION TO TENNESSEE AMERICAN WATER COMPANY

The Tennessee American Water Company ("TAWC") hereby responds as follows to the First Discovery Request of the Consumer Advocate and Protection Division ("CAPD") to the TAWC:

GENERAL OBJECTIONS

(1) TAWC objects to all requests that seek information protected by the attorney-client privilege, the work product doctrine and/or any other applicable privilege or restriction on disclosure.

(2) TAWC objects to the definitions and instructions accompanying requests to the extent definitions and instructions contradict, are inconsistent with, or impose any obligations beyond those required by applicable provisions of the Tennessee Rules of Civil Procedure or the rules, regulations or orders of the Tennessee Regulatory Authority.

(3) TAWC objects to the definitions of the words "document," "you," "person," "persons," "affiliate," "affiliated," "identify," "identifying," "identification," and "referring or

relating to," that accompany the data requests because such definitions are overbroad and unduly burdensome.

(4) The specific responses set forth below are based upon information now available to TAWC, and TAWC reserves the right at any time to revise, correct, add to or clarify the objections or responses and supplement the information and/or documents produced.

(5) TAWC is providing its responses herein without wavier of, or prejudice to, its right at any later time to raise objections to: (a) the competence, relevance, materiality, privilege, or admissibility of the response, or the subject matter thereof; and (b) the use of any response, or subject matter thereof, in any subsequent proceedings.

(6) TAWC objects to each request to the extent that it is unreasonably cumulative or duplicative, or seeks information obtainable from some other source that is more convenient, less burdensome or less expensive.

(7) TAWC objects to each request to the extent it is premature such that it seeks information concerning matters about which discovery is ongoing and/or seeks information to be provided by expert witnesses.

(8) TAWC objects to each request to the extent it seeks information outside TAWC's custody or control.

(9) TAWC reserves all of its objections with respect to the discovery propounded by the CAPD that is in excess of the limit.

(10) TAWC objects to requests that call upon TAWC to create, categorize, manipulate, customize or otherwise organize data regarding time periods outside of TAWC's historical test year. TAWC objects to all such requests because they are unduly burdensome, seek to have TAWC create work product and seek information that is not relevant to this rate case.

(11) TAWC's specific objections to each request are in addition to the General Objections set forth in this section. These General Objections form a part of each discovery response, and they are set forth here to avoid the duplication and repetition of restating them for each discovery response. The absence of a reference to a General Objection in response to a particular request does not constitute a waiver of any General Objection with respect to that discovery request. All responses are made subject to and without waiver of TAWC's general and specific objections.

Respectfully Submitted,

R. Dale Grimes (#6223)
Ross I. Booher (#019304)
BASS, BERRY & SIMS PLC
315 Deaderick Street, Suite 2700
Nashville, TN 37238-3001
(615) 742-6200
Counsel for Petitioner
Tennessee American Water Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via the method(s) indicated, on this the 31st day of July, 2008, upon the following:

[x] Hand-Delivery
[ ] U.S. Mail
[ ] Facsimile
[ ] Overnight
[x] Email

Timothy C. Phillips, Esq.
Consumer Advocate and Protection Division
Office of Attorney General
2nd Floor
425 5th Avenue North
Nashville, TN 37243-0491

[ ] Hand-Delivery
[ ] U.S. Mail
[ ] Facsimile
[x] Overnight
[x] Email

David C. Higney, Esq.
Counsel for Chattanooga Manufacturers Association
Grant, Konvalinka & Harrison, P.C.
633 Chestnut Street, 9th Floor
Chattanooga, TN 37450

[x] Hand-Delivery
[ ] U.S. Mail
[ ] Facsimile
[ ] Overnight
[x] Email

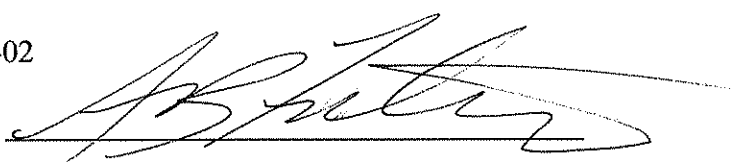
Henry M. Walker, Esq.
Counsel for Chattanooga Manufacturers Association
Boult, Cummings, Conners & Berry, PLC
Suite 700
1600 Division Street
Nashville, TN 37203

[ ] Hand-Delivery
[ ] U.S. Mail
[ ] Facsimile
[x] Overnight
[x] Email

Michael A. McMahan, Esq.
Special Counsel
City of Chattanooga (Hamilton County)
Office of the City Attorney
Suite 400
801 Broad Street
Chattanooga, TN 37402

[ ] Hand-Delivery
[ ] U.S. Mail
[ ] Facsimile
[x] Overnight
[x] Email

Frederick L. Hitchcock, Esq.
Harold L. North, Jr., Esq.
Counsel for City of Chattanooga
Chambliss, Bahner & Stophel, P.C.
1000 Tallan Building
Two Union Square
Chattanooga, TN 37402



BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

PETITION OF TENNESSEE AMERICAN WATER COMPANY TO CHANGE AND INCREASE CERTAIN RATES AND CHARGES SO AS TO PERMIT IT TO EARN A FAIR AND ADEQUATE RATE OF RETURN ON ITS PROPERTY USED AND USEFUL IN FURNISHING WATER SERVICE TO ITS CUSTOMERS	)	**DOCKET NO. 08-00039**

AFFIDAVIT

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

I, MICHAEL MILLER, Treasurer/Comptroller for Tennessee American Water Company, do hereby certify that the foregoing responses to the Second Discovery Request of the Consumer Advocate and Protection Division to Tennessee American Water Company were prepared by me or under my supervision and are true and accurate to the best of my knowledge and information.

DATED this 31st day of July, 2008.

Michael A. Miller
(signature)

Michael A. Miller
(printed name)

Sworn to and subscribed before me this 31st day of July, 2008.

J.G. Judy
NOTARY PUBLIC

My Commission Expires:

February 10, 2015

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
J.G. Judy
2134 Zabel Drive
Charleston, WV 25312
My Commission Expires February 10, 2015

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 1:

Please identify each material fact and every document that you rely on to support your contention(s), position(s) or belief(s) that any of the request(s) for relief, including any decrease in rates, made by the CAPD in TRA Docket No. 08-00039 should not be approved by the Tennessee Regulatory Authority ("TRA").

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. TAWC will rely on information filed with the TRA in this proceeding. Those documents include, but are not limited to, the Company's Petition and Accounting Exhibits, the Direct Testimony filed by the Company's witnesses, and all discovery responses filed in this case.

In addition, the Company may use information from the books and records of the Company, monthly TRA reports, Service Metric Reports filed with the TRA, Orders of the TRA in past rate cases and other data that may be developed for rebuttal testimony.

The Company will supplement this response as required.

The Company possesses no facts or documents that support the decrease in rates proposed by the CAPD.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 2:

Please identify all persons known to you, your attorney, or other agent(s) who have knowledge, information or possess any document(s) or claim to have knowledge, information or possess any document(s) which support your answer to Discovery Request No. 1 above.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. There are hundreds of employees of TAWC and AWWSC who may have been involved with the historical test-year information obtained from the books and records of the Company and used in this filing. It would be impossible to identify each of those employees in the manner requested. The primary employees of TAWC or AWWSC and other consultants of TAWC who are witnesses and responsible for this case and the information contained therein include:

Witnesses:

John Watson – President of TAWC Michael Miller – Treasurer/Comptroller of TAWC Sheila Miller – Assistant Mgr. of Rates Robert Shiltz – Sr. Financial Analyst

Dr. Michael Vilbert – Consultant

Dr. Edward Spitznagel – ConsultantJohn Spanos – Consultant

Paul Herbert – Consultant Joseph Van den Berg – Consultant

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 3:

Please produce each document, photograph, or any other article or thing whatsoever, which refers or relates to any part of your contention(s), position(s) or belief(s) that any of the request(s) for relief, including any decrease in rates, made by the CAPD in TRA Docket No. 08-00039 should not be approved, whether as to the issues of credibility or any other issue.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. All information responsive to this request at this time has been provided in the testimony and exhibits of the Company's witnesses and in the responses to previous discovery requests.

The Company will supplement this response as required.

The Company possesses no documents, photographs or any other information that supports the decrease in rates proposed by the CAPD.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 4:

Please identify any person you intend to call as a fact or expert witness, the subject matter of the witness' testimony, the substance of the facts and opinions to be expressed and the basis and reasons therefore, the data, documents, materials or other information shown to, relied upon, created by or considered by the witness as part of this case and/or as a basis in forming his or her opinions, any exhibits to be used as a summary of or support for each such opinion, the qualifications of the witness, including a full resume, a list of all publications authored by the witness, the compensation to be paid for the study and testimony, and a listing of any other cases in which the witness has testified at trial or by deposition.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. All responsive information is readily available in the direct testimony and exhibits of the Company's witnesses filed in this docket. Please see the responses to Questions 1, 2 and 3 for a description of the data on which TAWC will rely to support its filing, a list of the witnesses and subject matter for rebuttal. The Company reserves the right to call additional expert witnesses for rebuttal testimony. If and when a decision is made to file rebuttal testimony from any yet-undisclosed witness, the Company will supplement this response in a timely fashion. .

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 5:

Please provide any and all documents identified or specified in your answers or responses to the discovery requests served upon you in this matter or relied on or referred to in responding thereto.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. Please see the responses to question 1, 2, 3, and 4.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 6:

Please provide any and all engagement letters and all expert reports and work papers (including drafts) which have been obtained from, created by or provided to any expert or witness.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. The engagement letter for Joseph Van den Berg was provided in response to TN-CAPD-01-Part IV-Q053-Attachment 1. The additional engagement letters are attached. The remaining responsive information to this request has been supplied in the Petition, accounting exhibits, testimony and responses to discovery referred to in the responses to questions 1-5.

Gannett Fleming

GANNETT FLEMING, INC.
P.O. Box 67100
Harrisburg, PA 17106-7100

Location:
207 Senate Avenue
Camp Hill, PA 17011

Office: (717) 763-7211
Fax: (717) 763-4590
www.gannettfleming.com

January 3, 2008

VIA E-MAIL AND 1ST CLASS

Mr. Michael Miller
Manager, Rates and Regulations
American Water
1600 Pennsylvania Avenue
Charleston, WV 25302

Dear Mike:

Tennessee American Water Company
Proposal for Cost of Service and Rate Design Studies

Gannett Fleming is pleased to submit this proposal to provide cost of service allocation and rate design studies for Tennessee American Water Company's (Company) next rate case. Our submittal is based on information from our telephone conversation and our experience in conducting cost of service and rate design studies for the Company in previous rate cases. The proposal provides our understanding of the scope of services and an estimate of our fees.

Scope of Services

We understand that Tennessee American requires a consultant that has a thorough understanding of cost of service principals and rate design applications. The Company plans to file a base rate case in March 2008 based on pro forma test year operations. The cost of service allocation study we propose to conduct for the Company will be based on the base-extra capacity method as described in AWWA Manual M1. This method is the preferred method of the industry and is used and accepted in most jurisdictions. We will develop allocation factors to allocate each element of the cost of service including operation and maintenance expenses, depreciation expense, rate base, return and taxes. The allocation process will be performed in an Excel spreadsheet that will incorporate the pro forma cost information by account supplied by the Company.

The proposed rate design will consider the results of the cost allocation study, existing rate structures, and input from Company management. A proof of revenue schedule will be prepared using billing determinants supplied by the Company to ensure that the proposed rate structure generates the desired level of revenue requirement. Bill comparisons will be prepared to show the impact of the proposed rates on customers at various consumption levels. Exhibits and direct testimony will be prepared to present the results of the cost allocation and rate design studies.

Subsequent to the filing of the rate case, Gannett Fleming will respond to data requests, assist in responding to the Tennessee Regulatory Authority exhibits and testimony and other parties, prepare written rebuttal testimony and testify at hearings. We will work closely with the Company and rate counsel in preparing exhibits and testimony.

Estimate of Fees

Gannett Fleming proposes to conduct the cost of service and rate design studies as outlined in the scope of services on the basis of hourly billing rates for our personnel plus reimbursement for direct expenses. Our 2008 billing rates are enclosed. These rates are subject to review and revision at year-end. Our estimate to conduct the assignment up to the filing in March 2008 excludes the time required subsequent to the filing as we have little control over the effort required for discovery and hearings. Post-filing services will be performed at our hourly rates in effect at that time. Based on our experience conducting similar assignments, we estimate that our fees up to the filing date will be $16,000 for the cost of service allocation and rate design.

Thank you for the opportunity to submit this proposal for your consideration. We will be pleased to discuss any questions or comments you may have.

Respectfully submitted,

Paul R Herbert

PAUL R. HERBERT
Sr. Vice President
Valuation and Rate Division

Enclosure

GANNETT FLEMING, INC.
VALUATION AND RATE DIVISION

BILLING RATES

EFFECTIVE DECEMBER 29, 2007

Personnel	Hourly Rate
SUPERVISORY STAFF	
P. R. Herbert, President	$195.00
J. J. Spanos, Vice President	185.00
H. Walker, III, Manager, Financial Studies	175.00
C. R. Clarke, Director, Western U.S. Services	185.00
L. E. Kennedy, Director, Canadian Services	185.00
J. F. Wiedmayer, Jr., Project Manager, Depreciation	145.00
STAFF	
Analysts and Engineers	115.00
Associate Analysts and Engineers	105.00
Assistant Analysts and Engineers	95.00
Senior Technicians	85.00
Technicians	80.00
Support Staff	75.00

Gannett Fleming

GANNETT FLEMING, INC.
P.O. Box 67100
Harrisburg, PA 17106-7100

Location:
207 Senate Avenue
Camp Hill, PA 17011

Office: (717) 763-7211
Fax: (717) 763-4590
www.gannettfleming.com

November 5, 2007

VIA EMAIL

Mr. Michael A. Miller
Manager, Rates and Regulations
American Water Works Service Company - Southeast Region
P.O. Box 1906
Charleston, WV 25327

Dear Mike:

Depreciation Study for Tennessee American Water Company

Thank you for the opportunity to submit this proposal to conduct a Depreciation Study for Tennessee American Water Company. This letter describes the scope of the services to be provided, the basis for our compensation and an estimate of the cost of the assignment.

SCOPE OF SERVICES

The depreciation study will consist of two phases (1) the estimation of survivor curves and net salvage percents and (2) the calculation of annual depreciation accrual rates as of December 31, 2007. The survivor curves and net salvage estimates will be based on engineering judgment incorporating statistical analyses of historical retirement data; a field review of facilities; discussions with management regarding its outlook for the property in service; a review of the lives estimated for other water utilities; and a general knowledge of the water industry. We propose to conduct analyses of the entire historical base that incorporates plant accounting information for Tennessee American by account or subaccount and compare to the current estimates.

The second phase of the depreciation study will be based on the application of the survivor curve and net salvage estimates to the surviving original cost by year installed as of December 31, 2007. The calculation of annual depreciation will be based on the use of the straight line method, annual service life procedure using the remaining life basis. However, additional methods and procedures can be performed to identify the most appropriate depreciation rates for future capital recovery.

The two phases of the depreciation study for the water plant will include seven major tasks up to the date of final results. Once the depreciation study is completed, we will prepare a final report to management supporting our findings and methodologies. The following scope of services sets forth our depreciation study work plan.

Task 1. Data Assembly and Review. A written data requirement list for Tennessee American personnel is attached for use in assembling the needed data for the study. The list specifies the data to be obtained for each plant account and the manner in which the data are to be transmitted to Gannett Fleming.

The assembled data will be reviewed by our staff and a "post audit" computer program for control and logic. Irregular or unusual entries will be identified and reviewed with Tennessee American personnel to determine their circumstances and whether they require adjustment. Large retirements also will be identified and explanations as to the cause of such retirements will be requested.

Task 2. Statistical Analyses of Data. The data assembled and reviewed in Task 1 will be analyzed for historical indications of service life using the retirement rate method. If there is a need to utilize the simulated plant record method, then the unaged data will be aged based on statistical aging using selected Iowa type curves. The curves selected for aging retirements will be based on judgment incorporating consideration of the results of analyzing the unaged data with the simulated plant record method, discussions with management related to the forces of retirement and the survivor curves estimated for the account by other water utilities.

Trends in average service life and survivor curve shape will be identified through the use of experience band analyses with the retirement rate model. Experience bands will identify the impact of economic and technological cycles on the service life of property groups. The selection of the bands for analysis will be based on a review of annual addition and retirement levels, a multiple original group life table, and preliminary discussions with operating management related to changes in materials used in construction, changes in installed technology and major retirement programs.

Annual gross salvage and cost of removal will be expressed as percents of the related retirements for all accounts, as appropriate. Moving averages will be used to smooth the annual fluctuations.

Task 3. Field Review and Management Conferences. The field review will include visits to representative treatment plants, pump stations, office buildings and service centers. The purpose of the inspections will be to obtain information related to the operation and condition of the property.

During these visits, we also will meet with appropriate personnel to obtain additional information related to the outlook for the property. The results of the statistical analyses conducted in Task 2, the typical range of lives and salvage used in the industry, and our general experience, will be reviewed with these personnel as a basis for forecasting future survivor and net salvage characteristics. The discussion will focus on the past forces of retirement which produced the historical indications and the extent to which future forces such as economic, technological, physical and environmental, will result in future lives and net salvage values that differ from the past.

Task 4. Preliminary Service Life and Net Salvage Estimates. Preliminary estimates of average service lives, type survivor curves and net salvage percents will be made on the basis of the statistical analyses, observed conditions at the time of the field review, the discussions with management related to outlook and the typical range of lives used in the water utility industries. Calculations of annual and accrued depreciation will be performed.

Task 5. Presentation to Management. The results of the depreciation calculations and the bases for such calculations will be presented to management to insure that the results are in accordance with management's capital recovery policies and outlook. In order to properly provide management with the impact on depreciation as of December 31, 2005, alternative methods and procedures will be presented, if requested. We will review the merits and acceptability of these procedures with management prior to performing the calculations.

Task 6. Final Estimates and Calculations. Final calculations of depreciation accrual rates and reserves by account will be performed in order to reflect appropriate modifications as determined during the review with management, and the combination of the various sets of depreciation rates currently in affect.

Task 7. Draft and Final Reports. A draft report will be prepared for review by management. The report will include an introduction, a description of the methods used in the statistical analyses and depreciation calculations, a narrative discussion of the factors considered in the estimation of service life and net salvage including the content of the account, the statistical support for the estimates, and the summary and detailed tabulations of depreciation by account. After review, comment and discussion, final reports will be prepared and submitted to management. Mr. Spanos will be responsible for all depreciation activities including testimony during a proceeding.

BASIS FOR COMPENSATION AND ESTIMATE OF COST

The Valuation and Rate Division of Gannett Fleming, Inc., will perform the above services and other related services which you may authorize on the basis of hourly billing rates in effect at the time the work is performed, plus reimbursement of direct expenses. A copy of the billing rates currently in effect is attached. Direct expenses include expenditures such as transportation, meals, lodging, incidental expenses incurred while

working at the client's location, and any other expenses required by virtue of the assignment and not incidental to the normal conduct of business. Invoices will be rendered monthly for services performed during the preceding month.

The amount of time required to complete studies varies widely, depending on factors such as availability of basic data, the extent to which assistance is provided to public utility personnel, the complexity of the public utility being studied, and the need to support findings under conditions of adverse intervention. The actual charges for the studies will depend on the amount of time required to complete the assignments.

Inasmuch as we have little control over the amount of time which may be required to prepare for and participate in formal litigation in the event the study is contested, the following estimate of costs excludes those incurred subsequent to the completion and filing of the study. Based on our knowledge of conducting similar studies, the cost of our services to complete this assignment for the water exhibit will not exceed $30,000. Billing rates for services conducted for post-filing services could be revised as of December 2007.

We appreciate the opportunity to submit this proposal to you and assure you that we will carry out the assignment as expeditiously and economically as possible. If you have any questions with respect to the scope of services or estimate of cost, we would be pleased to discuss them with you.

Very truly yours,

GANNETT FLEMING, INC.

JOHN J. SPANOS
Vice President
Valuation and Rate Division

JJS:krm

Attachment

TENNESSEE AMERICAN WATER COMPANY
DATA REQUIREMENTS LIST

1. Surviving plant balances by installation year within account as of December 31, 2007. For structures accounts, each installation year should have a location identifier, such as the name of the treatment plant.

2. All plant activity by account from the earliest year through December 31, 2007. Transactions include additions, retirements, transfers, sales and acquisitions. Each entry should include account, type transaction, transaction year, installation year, and amount.

3. A list of locations such as treatment plants, pumping stations, office buildings and standpipes.

4. A plant statement by account as of December 31, 2007. Plant statements for as many years prior to 2007 would be helpful for control purposes.

5. A reserve statement by account as of December 31, 2006. Reserve statements for as many years prior to 2007 would be helpful for control purposes

6. All reserve data by account from the earliest year through December 31, 2007. Transactions include retirements, cost of removal and gross salvage by account and transaction year.

7. Capital budget or forecast plan that details and future replacements or expansion projects.

8. A copy of the last depreciation study with life and salvage parameters and the current depreciation rates in effect.

9. A copy of any stipulations or orders from previous studies/cases that might directly affect service life, salvage percents or depreciation accrual rates.

GANNETT FLEMING, INC.
VALUATION AND RATE DIVISION

BILLING RATES

EFFECTIVE DECEMBER 23, 2006

Personnel	Hourly Rate
SUPERVISORY STAFF	
P. R. Herbert, President	$180.00
J. J. Spanos, Vice President	170.00
H. Walker, III, Manager, Financial Studies	165.00
C. R. Clarke, Director, Western U.S. Services	165.00
L. E. Kennedy, Director, Canadian Services	165.00
J. F. Wiedmayer, Jr., Project Manager, Depreciation	135.00
STAFF	
Analysts and Engineers	115.00
Associate Analysts and Engineers	100.00
Assistant Analysts and Engineers	80.00
Senior Technicians	80.00
Technicians	70.00
Support Staff	70.00

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 11th day of February, 2008, by and between TENNESSEE AMERICAN WATER, a corporation having offices at 1600 Pennsylvania Avenue, Charleston, West Virginia 25302 (hereinafter referred to as "TAW"), and Dr. Edward L. Spitznagel, Jr, Professor, Washington University having offices at Campus Box 1146 – One Brookings Drive, St. Louis, Missouri 63130-4899.

WITNESSETH

WHEREAS, TAW is a public utility engaged in the business of providing water service to the general public in Tennessee; and

WHEREAS, TAW is currently preparing for a planned rate filing ("2008 rate case") before the Tennessee Regulatory Authority (hereinafter referred to as "TRA") on or about March 14, 2008, using a December 1, 2006 through November 30, 2007 historic test year, and a September 1, 2008 through August 31, 2009 forecasted test year; and

WHEREAS, TAW desires to engage the services of Dr. Edward L. Spitznagel, Jr. to assist in the 2008 rate case and to render services on the terms and conditions provided in this Agreement; and

WHEREAS, Dr. Edward L. Spitznagel, Jr. is in the business of rate case consulting and desires to render professional services for TAW as provided herein:

NOW, THEREFORE, TAW engages the services of Dr. Edward L. Spitznagel, Jr., and in consideration of the mutual promises contained in this contract, the parties agree as follows:

1. This Agreement shall be effective as of the date stated above and shall continue in effect until completion of the 2008 rate case or until terminated by either party by giving ten (10) days' prior written notice to the other party at the address stated above.

2. Dr. Edward L. Spitznagel, Jr. agrees to provide professional services to TAW on weather normalization issues in connection with TAW's 2008 rate case filing with the TRA. The scope of such services shall include the development of empirical evidence regarding weather normalization which shall be assembled as an exhibit for the written testimony of Dr. Edward L. Spitznagel, Jr..

3. In consideration of the services to be performed by Dr. Edward L. Spitznagel, Jr. in providing written testimony and a weather normalization exhibit, TAW agrees to pay Dr. Edward L. Spitznagel, Jr. a total fee of not more than Six Thousand and Four Hundred ($6400) Dollars. Additional services performed by Dr. Edward L. Spitznagel, Jr. after TAW has filed the direct testimony of weather normalization, such as preparing responses to interrogatories, analyzing testimony of opposing witnesses, preparing rebuttal testimony, attending hearings, and assisting rate case counsel, shall be billed at the hourly rates specified below, plus out-of-pocket expenses.

	Hourly rate
Dr. Edward L. Spitznagel, Jr.	$160.00

Invoices will be rendered monthly for services performed during the preceding month.

4. In furnishing services under the Agreement, Dr. Edward L. Spitznagel, Jr. will at all times be an independent contractor. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, representation as to any matter.

5. This Agreement merges all previous negotiations between the parties hereto with respect to the subject matter covered hereby, and no other agreement, statement, or premise relating to the subject matter of this agreement that is not contained in it shall be valid and binding.

6. The services of Dr. Edward L. Spitznagel, Jr. are of personal nature and shall not be assigned in whole or in part by Dr. Edward L. Spitznagel, Jr. without the prior written consent of TAW.

7. This Agreement may be amended by the mutual written agreement of the contracting parties.

DR. EDWARD L. SPITZNAGEL, JR.

By: Dr. Edward L. Spitznagel, Jr. /s/
Professor

TENNESSEE AMERICAN WATER COMPANY

By: _____
Manager Rates and Regulation

The Brattle Group

CAMBRIDGE
SAN FRANCISCO
WASHINGTON
BRUSSELS
LONDON

January 2, 2008

Mr. Michael A. Miller
Vice President
Tennessee American Water Company
P.O. 1906
Charleston, WV 25327

Dear Michael,

This letter is to acknowledge our phone conversation engaging me to provide Cost of Capital testimony on behalf of Tennessee American Water Company. I understand that the expected filing date is March 1, 2008.

I estimate that the cost to provide direct testimony will be approximately $50,000. As you know, the cost after filing the initial testimony is difficult to determine precisely, but I estimate the cost to be between $50,000 and $125,000. This includes the cost of responding to data requests, the preparation of rebuttal testimony, attendance at the hearing and if necessary, assistance with the briefs. The wide range in estimated cost after filing the initial testimony is due, in part, to the variation in the extent of intervenor opposition.

I look forward to the opportunity to work with you again. Enclosed are two copies of our Standard Commercial Terms and current billing rates. Please sign both copies, return one to me and retain the other for your files. Feel free to contact me if you have any questions or need additional information.

Sincerely,

Michael J. Vilbert

Michael J. Vilbert
Principal

MJV/mjf

44 Brattle Street Cambridge, MA 02138-3736
Voice 617.864.7900 Facsimile 617.864.1576 email office@brattle.com

The Brattle Group, Inc.
Standard Commercial Terms

The following are the commercial terms under which *The Brattle Group* performs its consulting services. We encourage you to review these terms carefully and to raise any questions you may have about them before retaining us.

We are committed to providing quality service, and urge you to talk with the Principal designated as Project Director on your project if you have any concerns with the level of service being provided to you. You may also discuss your concerns with M. Alexis Maniatis, President of *The Brattle Group*.

1. **Confidentiality Obligations:**
The Brattle Group appreciates that in the performance of its services we may have access to proprietary and confidential information belonging to a client or other third party. *The Brattle Group* takes its obligations regarding the maintenance of confidential information very seriously. We will handle the proprietary or other information that is disclosed by you to us as "confidential" with at least the same degree of care as we handle our own proprietary and confidential information, and will not disclose the same to, or use the same on behalf of third parties without your consent. Of course, this obligation will not cover information that (1) at the time of disclosure is in, or later becomes part of the public domain, (2) was known by us at the time you disclosed it due to circumstances or events unrelated to the instant engagement by you or any prior engagements, (3) has been developed by us without reference to the confidential information you disclose to us, or (4) is required to be disclosed pursuant to subpoena or other governmental or judicial process purporting to compel disclosure. In the event *The Brattle Group* does receive such a subpoena or other governmental or judicial process, we will use reasonable efforts to give you immediate notice and will not take any action to interfere with any efforts by you to pursue legal remedies preventing or limiting disclosure. *The Brattle Group* shall not be required to delay disclosure while you object if such delay would subject us to sanctions.

2. **Billing Arrangements and Terms of Payment:**
The Brattle Group charges on a time-and-materials basis. Our current hourly billing rates are noted in a separate schedule, and may be revised from time to time to reflect staff promotions arising from increased levels of experience and conditions of the consulting labor market. Out-of-pocket expenses for activities such as travel or communications will be billed at our cost. Expenses for subcontractors and/or temporary employees may be marked up to reflect administrative and other costs.

We are often requested, prior to or during the course of our work, to state what we anticipate our fees will be. If we do provide you with such an estimate, you must appreciate that this is our best estimate of the level of effort that will be required to complete the services based on the information available to us at that time. Please do not interpret this estimate to be a maximum fee or a fixed price, unless we have specifically agreed that it will be such.

PROMPT PAYMENT OF OUR INVOICES IS THE RESPONSIBILITY OF THE ENTITY RETAINING US. If that entity is retaining us on behalf of another entity and is not able to accept this responsibility, then the ultimate client must agree to these Commercial Terms. If

this is the case, we will send the ultimate client a copy of each invoice to ensure prompt payment regardless of the invoicing schedule of the entity retaining us.

Our invoices are due and payable upon receipt. If there are any objections to the invoice, we require written notification of the specific charges at issue within twenty days of invoice receipt, as well as partial payment of the invoice to the extent of the undisputed portion. After thirty days, we reserve the right to charge interest on any unpaid balances (except if we have been timely notified of a disputed charge) at the rate of 1.5 percent per month or the maximum rate allowable by law, whichever is less. In the event we need to pursue collection of your account, you agree to pay the costs of collecting the account, including but not limited to court costs, filing fees and reasonable attorneys' fees. In addition, *The Brattle Group* without liability, may withhold delivery of reports, data and testimony, and may suspend performance of its obligations to the client pending full payment of any and all charges overdue more than thirty (30) days. PLEASE NOTE THAT IT IS *THE BRATTLE GROUP*'S POLICY NOT TO ALLOW ANY DEPOSITIONS OR TESTIMONY TO BE GIVEN IF OUR ACCOUNTS ARE NOT CURRENT. This policy ensures that we can testify that our fees are not contingent upon success. Furthermore, we reserve the right to decline further work with any client delinquent in payment of charges.

The Brattle Group will also be compensated by you for any time and expenses (including, without limitation, reasonable attorneys' fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory or other proceedings as a result of *The Brattle Group's* performance of these services.

3. **Conflict of Interest:**
As is noted above, we take our obligations of confidentiality very seriously; our professional reputation depends on our ability to do so. Our receipt of confidential information from a client, however, shall not prevent *The Brattle Group* from providing similar services for a broad range of other clients. In addition, you must recognize that *The Brattle Group* routinely performs consulting services for other clients, including engagements on unrelated matters where your interest(s) may be adverse. In engaging us to perform services for you, you must agree that we shall be permitted to perform such services for other clients provided that at all times our confidentiality obligations to you are maintained. Consistent with the maintenance of our confidentiality obligations, we will make all reasonable efforts to inform clients of our involvement in specific proceedings in which they are adverse parties.

4. **Standard of Care; Limitation of Liability:**
The Brattle Group will perform the services with the standard of care normally exercised by professional consulting firms performing comparable services under similar conditions, judged as of the time the services are rendered.

As a client, you must understand that other than the commitment to a standard of care we make no guarantees or warranties, express or implied, with respect to the services to be provided, or that any particular outcome can result from our services. This is particularly important to appreciate where our work product includes estimates or predictions of future events or behaviors.

Further, while our work often assists clients in rendering informed decisions, it is not meant to be a substitute for the exercise of your own business judgment or to be for the benefit of third parties with whom we have no direct relationship. Nor do our fees reflect the assumption of any additional responsibility to such third parties. Thus, unless otherwise agreed to in writing or unless you are retaining us in your capacity as legal counsel to your client, it is agreed that the work we may do for you is intended to be for your benefit only, and not for the benefit of any third party. In the event you do desire that our work be used by a third party (for example, in connection with a securities offering), we will need to negotiate further terms.

In any event, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of *The Brattle Group* and other than for injuries to third persons or to personal property, the cumulative liability of *The Brattle Group* and any of its officers, directors, Principals, employees, agents, assigns and successors in interest, to you for all claims related to our services, regardless of whether sounding in contract, tort or otherwise, shall be limited to the amount you paid to *The Brattle Group* for the services giving rise to the claim. Further, UNDER NO CIRCUMSTANCES SHALL *THE BRATTLE GROUP* OR ITS OFFICERS, DIRECTORS, PRINCIPALS, EMPLOYEES, AGENTS, ASSIGNS OR SUCCESSORS IN INTEREST BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.

If the above commercial terms are acceptable, please sign on the line below and return that signed copy to *The Brattle Group* By signing these terms, you represent that you are authorized to sign such an agreement. Please note that in the event your company issues a purchase order for your own internal purposes with pre-printed terms, such terms will not apply to our engagement for you.

Accepted and agreed to:

Michael A. Miller
(Print client name)

By:

[signature] Treasurer/Comptroller
(Signature and title)

1-11-08
Date

The Brattle Group, Inc.

Effective July 1, 2007

Hourly Billing Rates

Full-Time Principals:*	$380 - $750 per hour
Associates & Senior Consultants:	$265 - $405 per hour
Research Associates:	$235 - $265 per hour
Research Analysts:	$190 - $235 per hour
Research Assistants:	$125 - $140 per hour
Administrative:	$ 80 - $ 95 per hour

* Principals who are not full-time employees of the Firm may have hourly rates above this range.

Schedule of Charges

Photocopies:	$.10 per page

All other expenses incurred directly in support of a project are charged to the project at cost.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael Miller/Others

Discovery Request No. 7:

Please provide in electronic media (Word, Excel, or other Microsoft Office compatible format) and in hard copy all workpapers and other documents, generated by or relied upon by all TAWC witnesses.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. All workpapers and other documents generated or relied upon by TAWC witnesses thus far have been produced in hard copy and electronic media. TAWC will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael Miller/Others

Discovery Request No. 8:

Please produce a copy of all trade articles, journals, treatises, speeches and publications of any kind in any way utilized or relied upon by any of the TAWC's proposed expert witnesses in evaluating, reaching conclusions or formulating an opinion in the captioned matter as well as all articles, journals, speeches, or books written or co-written by any TAWC witness.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the Attorney Work Product doctrine.

Notwithstanding the objections above the Company provides the following response. Please see information previously supplied in this case referenced in the responses to question 1-7. In addition, documentation of the two SAS statistical modeling procedures used by Dr. Spitznagel in weather normalization is contained in the publicly assessable file http://support.sas.com/documentation/onlinedoc/91pdf/ sasdoc_91/stat_ug-7313.pdf. This documentation for the GLM procedure is in pages numbered 1743-1918 (physical pages 1731-1906), and the documentation for the REG procedure is in pages numbered 3797-3968 (physical pages 3809-3980). The bibliography attached to Dr. Vilbert's direct testimony contains all publications referenced by Dr. Vilbert in his testimony. Due to copyright restriction, copies of publications cannot be provided, but Dr. Vilbert can make them available for review at the offices of the Company's attorney's upon request.

The Company will update this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 9:

Please identify and produce any and all documentation, items, reports, data, communications, and evidence of any kind that TAWC intends to offer as evidence at the hearing or to refer to in any way at the hearing.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. The Company has not yet determined what evidence or exhibits it intends to offer as evidence at the hearing. Such evidence will likely include documents and information referenced in the Company's responses to CAPD-02-001 throughCAPD-02-008. The Company will also utilize the testimony, exhibits, workpapers and discovery responses of the intervening parties. The Company may develop additional exhibits and information to support rebuttal testimony.

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 10:

Please identify each person who provided information or participated in the preparation of the responses to each of these discovery requests, and for each such person specify the responses for which he or she provided information or participated in preparing, and describe the information provided or the participation in preparation.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response.

Persons providing information or participating in the preparation of these responses include: .

John Watson - Various operation related matters, CAPEX, production costs, service levels, employee levels and other O&M expenses.

Michael Miller – Capital structure, cost of debt and ROE, management fees, employee benefit costs, rate case expense, depreciation rates, financial performance, lead/lag study, working cash, rate base, appropriate test-years, the matching principle, GAAP, income taxes, FAS 109, various O&M Expenses, weather normalization impacts, and past TRA regulation practices and Orders.

Sheila Miller – Assistant Mgr. of Rates – AWWSC – accounting exhibits, test-year normalization adjustments, going-level known and measurable adjustments, attrition year adjustments, labor, updates to chemical contract prices, bill

analysis, going level revenues, revenue deficiency, general taxes, insurance other, rate base, and various O&M expenses.

Robert Shiltz – Sr. Financial Analyst – TAWC – inflation factor, rents, customer accounting, general office, miscellaneous and maintenance expenses.

Dr. Michael Vilbert – Consultant – ROE and capital structure

Dr. Edward Spitznagel – Consultant- revenue normalization and weather normalization

John Spanos – Consultant - Depreciation

Paul Herbert – Consultant – Cost of service and rate design

Joseph Van den Berg – Consultant – management fees

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/John Spanos

Discovery Request No. 11:

Specifically identify each conclusion or aspect of the depreciation study and testimony set forth in Part II of the pre-filed testimony of CAPD witness Charles W. King that TAWC intends to contest, if any, and TAWC's grounds and/or bases therefor, including any facts and/or documents TAWC contends support those grounds.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, premature and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. The Company plans to rebut the NNS salvage conclusions reached by Mr. King and their impact on the depreciation rates, as well as, various statements and assumptions used by Mr. King in his testimony. This information will be covered in the rebuttal testimony currently being developed.

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Dr. Edward Spitznagel

Discovery Request No. 12:

Specifically identify each conclusion or aspect of the weather normalization testimony set forth in Part III of the pre-filed testimony of CAPD witness Charles W. King that TAWC intends to contest, if any, and TAWC's grounds and/or bases therefor, including any facts and/or documents TAWC contends support those grounds.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, premature and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. The Company plans to challenge the relationship of 2007 sales levels and weather to Mr. King's conclusions which are comparisons of weather normalized estimates with actual consumption in a very dry year. TAWC plans to contest the pejorative phrase "with limited success" beginning on page 13, line 31 and ending on page 14, line 1. TAWC plans to contest the analysis based on temperature beginning on page 14, line 18 and continuing through page 16, line 2. TAWC plans to rely on all testimony, exhibits, working papers, and other documents filed in the record for this case as referenced in the response to question 1-8. TAWC also plans to utilize the NOAA average monthly temperature records located at http://www1.ncdc.noaa.gov/pub/data/cirs/drd9064x.tmp.txt. TAWC plans to contest Mr. King's introduction of the term "secular" in criticizing Dr. Spitznagel's results, which is not used in Dr. Spitznagel's testimony.TAWC is continuing to evaluate Mr. King's

testimony, and further information responsive to the request may be presented in the Company's rebuttal testimony which is not due until August 13, 2008.

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Others

Discovery Request No. 13:

Please provide in hardcopy and electronic format a copy of all exhibits that TAWC and/or its witnesses plan to use, discuss, reference, and/or introduce into evidence at the hearing on the merits in this matter.

Response:

The Company objects to this question on the grounds that the requested information is unduly burdensome, overly broad, premature and contains information subject to attorney/client privilege and protected according to the attorney work product doctrine.

Notwithstanding the objections above the Company provides the following response. Please refer to the information previously referenced in the response to discovery requests 1-8 and to the testimony and exhibits previously filed in this docket. The Company is in the process of developing its rebuttal testimony and it does not anticipate finalizing its rebuttal testimony prior to the August 13 due date established in the procedural schedule for this proceeding.

The Company will supplement this response as required.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 14:

Please provide a copy of the 2007 Towers Perrin Actuarial Valuation Report for American Water Works Company, Inc. Pension Plan.

Response:

Please see Exhibit MAM-6 attached to the direct testimony of Michael A. Miller, previously filed with the TRA on March 14, 2008, and supplied to the parties to this case.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Sheila Miller/Michael A. Miller

Discovery Request No. 15:

Please provide a copy of the invoices, credit statements, and insurance policies for all general insurance premiums other than group insurance for the last 24 months ended March 2008. (The invoices, statements and applicable insurance policies should identify policy numbers, type of coverage, amount of coverage and the term of coverage.)

Response:

Please see copies of the requested invoices attached to this response. In addition, the Company is providing the insurance policies on the enclosed CD in a folder labeled as TN-COC-02-Q015.

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009478

Invoice No 873733

ORIGINAL INVOICE

Date 1/13/06

Attn Jim Li
American Water Works Co , Inc
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder American W W

AA-3D1R30

ORIGINAL Billing Effective Date 1/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
FEDERAL INS	6803-9304	FIDUCIARY LIAB PREMIUM	105 187 00
		FIDUCIARY LIAB SURCHARGE	1,840 77
ZURICH AMER	FLC 9024179 02	FIDUCIARY LIAB PREMIUM	52 594 00
		FIDUCIARY LIAB SURCHARGE	920 40
		REMIT IN UNITED STATES DOLLARS	
	Renewal premiums due for Primary and Excess Fiduciary Liability policies with applicable NJ Surcharge M Shannon/E Miccio/rt		
		TOTAL	160,542 17

Please indicate Invoice # 873733
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

Willis

Willis of Pennsylvania, Inc
P O Box 905432
Charlotte NC 28290-5432
(610) 882-9080

50126584

INVOICE

INVOICE DATE
02-FEB-2006

INVOICE NO.
0397937

AMERICAN WATER WORKS COMPANY INC
ATTN JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

COPY

AA03D1R30

DUE DATE
12-FEB-2006

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company, Inc

FOR QUESTIONS REGARDING THIS INVOICE PLEASE CALL ONE OF THE FOLLOWING

SERVICER Lisa Pelurie PRODUCER Lawrence Dlugos

REF	BILLING INFORMATION	AMOUNT
01	Transaction New Policy	
	Eff Date 01-FEB-2006	
	Policy V100E006PNTE	
	Description Employment Practices Liab	
	Period 01-FEB-2006 to 01-FEB-2007	
	Carrier Beazley Insurance Company Inc	
	In Full February 2006	
	Premium for Employment Practices Liability	$ 156 000 00
	Total for Reference 01 $ 156 000 00	
	Annual Renewal Premium	
	For Your Convenience Funds May Be ACH/Wired To	
	Suntrust Bank	
	100 Colony Square	
	Atlanta, GA 30361	
	Willis of Pennsylvania Inc	
	Acct# 1000011273884	
	ABA# 061000104	
	PLEASE REFERENCE INVOICE NUMBER	
	US DOLLAR ACCOUNT ONLY	

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT — AMOUNT DUE $ 156 000 00

Willis is a member of a major international group of companies In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers On October 21 2004 we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year For any placements that were made prior to October 21 2004 it is possible that Willis or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009478 18 BR

ORIGINAL INVOICE

Invoice No: 875499

Date: 1/31/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

AA03 D1R30

ORIGINAL Billing Effective Date 1/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
AXA CORPORATE	XS000900(06)	UMB/EXCESS SURCHARGE	4 553 58
		REMIT IN UNITED STATES DOLLARS	
		SURCHARGE FOR EXCESS UMBRELLA LIABILITY C ALLEN/VALK	
		TOTAL	4,553 58

Please indicate Invoice # 875499
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

wire

5013 5583
VE

AA03DIR30

RWE Rhenas

RWE

RWE Rhenas Versicherungsvermittlung GmbH, Zindelstraße 8-10, 45128 Essen

American Water Company, Inc
1025 Laurel Oak Road
VOORHEES NJ 08043
USA

Our reference ES
Name Herr Rene Essink
Telephone (0201) 12-26731
Fax (0201) 12-26730
E Mail rene essink @rwe com

Received
JAN 19 2006
Cherry Hill Voorhees Center

Essen January 2 2006

Invoice no **VNA0617**
Liability insurance

Customer no 1097
Period 01 01 2006 01 01 2007

The insurer s documents which we have checked result in the following statement of accounts

	EUR
Invoice	1 172 610 44
Balance in our favour	**1 172 610,44**
Tax included	0 00

Please refer to the enclosure for the itemized amounts Please be so kind as to transfer the amount due and payable to our bank account specifying the invoice number above

Kind regards

RWE Rhenas
Versicherungsvermittlung GmbH

Enclosure
Insurers s documents

RWE Rhenas
Versicherungsvermittlung
GmbH

Zindelstraße 8 10
45128 Essen

T +49(0)201/12-067
F +49(0)201/12 26730
I www rwerhenas com

Geschäftsführer
Dr Joachim Haaf

Sitz der Gesellschaft
Essen
Eingetragen beim
Amtsgericht Essen
Handelsregister Nr
HRB 32 35

Bankverbindung
Deutsche Bank AG Essen
BLZ 360 700 50
Kto Nr 2 389 361
IBAN DE 29 36070050
0238936100
BIC DEUT DE DE

USt IdNr DE 8113 12 571

RWE Rhenas

50135583 BD

RWE

RWE Rhenas Versicherungsvermittlung GmbH Zindelstraße 8-10 45128 Essen

American Water Company Inc
1025 Laurel Oak Road
VOORHEES NJ 08043
USA

Our reference SOM
Name Herr Stephan Sommer
Telephone (0201) 12-26737
Fax (0201) 12-26730
E-Mail stephan sommer @rwe com

AA03DIR30

Essen January 26 2006

Invoice no **VNA06428**
XP Folgeprämie

Customer no	1097
Insurer	Hiscox
Contract no	KL 033351
Period	01 01 2006 01 01 2007

The insurer s documents which we have checked result in the following statement of accounts

	EUR
Invoice	6 863,03
Balance in our favour	6 863,03
Tax included	0 00

TO BE CONVERTED

Please refer to the enclosure for the itemized amounts Please be so kind as to transfer the amount due and payable to our bank account specifying the invoice number above

Kind regards

RWE Rhenas
Versicherungsvermittlung GmbH

Enclosure
Insurers s documents

RWE Rhenas
Versicherungsvermittlung
GmbH
Zindelstraße 8 10
45128 Essen
T +49(0)201/12-067
F +49(0)201/12-26730
I www rwerhenas com
Geschäftsführer
Dr Joachim Haaf
Sitz der Gesellschaft
Essen
Eing trag n beim
Amtsgericht Essen
Handels egister-Nr
HRB 32 35
Bankverbindung
Deutsche Bank AG Essen
BLZ 360 700 50
Kto Nr 2 369 361
IBAN DE 29 36070050 0236936100
BIC DEUT DE DE
USt IdNr DE 8113 12 571

GESAMT SEITEN 01

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009478

Invoice No 875499

ORIGINAL INVOICE

Date 1/31/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

AA03 D1R30

ORIGINAL Billing Effective Date 1/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
AXA CORPORATE	XS000900(06)	UMB/EXCESS SURCHARGE	4 553 58
		REMIT IN UNITED STATES DOLLARS	
		SURCHARGE FOR EXCESS UMBRELLA LIABILITY C ALLEN/VALK	

Please indicate Invoice # 875499
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

TOTAL 4,553 58

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009478 18

ORIGINAL INVOICE

Invoice No 874675

Date 1/24/06

MR DAVID BAKA
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 1/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
AXA CORPORATE	XS000900(06)	UMB/EXCESS PREMIUM	1 821 430 00
		REMIT IN UNITED STATES DOLLARS	
	EXCESS UMBRELLA LIABILITY PREMIUM C ALLEN/JSTUA		

Please indicate Invoice # 874675
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

TOTAL 1 821 430 00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009471 8 A

~~AA03ADIR30~~

REMITTANCE COPY

Invoice No 877358

Date 1/31/06

Attn Jim Li
American Water Works Co , Inc
1025 Laurel Oak Road
Voorhees NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

Billing Effective Date 4/01/06

AA03DIR30

INSTALLMENT 2 OF 4

Insurer	Policy No	Type of Coverage / Item	Amount
TRAVELERS P&C	TC2J-GLSA-260T3317	GEN LIABILITY PREMIUM	4,074 297 00
TRAVELERS P&C	TC2J-CAP-260T3298	AUTO LIAB PREMIUM	535,807 75
PHOENIX	TC2N-UB-121D3206	WORK COMP PREMIUM	2 685 952 25
		REMIT IN UNITED STATES DOLLARS	
		RENEWAL PRIMARY CASUALTY PREMIUM INCLUDING CASH COLLATORAL & CLAIMS DEPOSIT PREMIUM QUARTERLY INSTALLMENTS C ALLEN/VALK	
		TOTAL	7 296 057 00

Received
MAR 9 – 2006
Shared Services Center

Please indicate Invoice # 877358
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

RETURN THIS COPY WITH YOUR REMITTANCE

50220154

MARSH

Marsh Ltd.
Tower Place
London
EC3R 5BU
UNITED KINGDOM
(44-207) 357 5853 Fax (44-207) 357 5753
Andrew.Anscough@marsh.com

INV #013106

Mr James Li
American Water Works Co Inc
1025 Laurel Oak Road
Vorhees
New Jersey 08043
United States of America

ACct Reference on Check
20202681

9 February 2006

AA03D1R30

Dear Sir

Statement of Account 31 January 2006

As at the 31 January 2006 the following premium items were outstanding on your account –

Class of Insurance	Date	Reference No.	Amount
Excess Property Damage	1 January 2006	VA760105	GBP 707 378 07
Excess Property Damage	1 January 2006	VA761505	GBP 83,548 59
Excess Property Damage	1 January 2006	VE445706	GBP 33,419 44
Excess Property Damage	1 January 2006	VA762005	GBP 23 956 17
Excess Property Damage	1 January 2006	VA767105	GBP 26 067 16
Excess Property Damage	1 January 2006	VA762105	GBP 5,586 62
Excess Property Damage	1 January 2006	VA767005	GBP 99,634 48
Excess Property Damage	1 January 2006	VA762205	GBP 34,756 21
Excess Property Damage	1 January 2006	VA761905	GBP 99,634 48
TOTAL			GBP1 113,981 22

Please refer overleaf for payment details

TO BE CONVERTED

Registered Number 1507274 England
Registered Office 1 Tower Place West, Tower Place, London, EC3R 5BU
Marsh Ltd is a member of the General Insurance Standards Council

Pounds

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

50094718

ORIGINAL INVOICE

Invoice No 878444

Date 2/14/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
2/01/06	2/01/07	602328

Policyholder AMER WATER WOR

AA03D1R30

ORIGINAL Billing Effective Date 2/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
LEXINGTON INS	7477904	PROP/ALL RISK PREMIUM	3 132 000 00
		REMIT IN UNITED STATES DOLLARS	
	M KING/CHOSP		

Please indicate Invoice # 878444
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

TOTAL 3 132 000 00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

RWE Rhenas

50135583 AA

RWE

RWE Rhenas Versicherungsvermittlung GmbH, Zindelstraße 8-10, 45128 Essen

American Water Company Inc
1025 Laurel Oak Road
VOORHEES NJ 08043
USA

Our reference LE
Name Frau Enka Lemmler
Telephone (0201) 12-26714
Fax (0201) 12-26730
E-Mail enka.lemmler@rwe.com

AA-3DIR30

Essen February 3 2006

Invoice no **VNA06475**
Crime insurance Folgeprämie

Customer no	1097
Insurer	Euler Hermes Kreditversicherungs
Contract no	0 3033 94
Period	01 01 2006 01 01 2007

The insurer's documents which we have checked result in the following statement of accounts

	EUR
Invoice	79 416,00
Balance in our favour	79 416,00
Tax included	0 00

TO BE CONVERTED

Please refer to the enclosure for the itemized amounts Please be so kind as to transfer the amount due and payable to our bank account specifying the invoice number above

Kind regards

RWE Rhenas
Versicherungsvermittlung GmbH

Enclosure
Insurers s documents

RWE Rhenas
Ver che ngsvermittlung
GmbH
Zindelstraße 8 10
45128 Essen
T +49(0)201/12-067
F +49(0)201/12-26730
I www.rwerhenas.com
Geschäftsführer
Dr Joachim Haaf
Sitz der Gesellschaft
Essen
Eingetragen beim
Amtsgericht Essen
Handelsregister-Nr
HRB 32 35
Bankverbindung
Deutsche Bank AG Essen
BLZ 360 700 50
Kto Nr 2 369 361
IBAN DE 29 36070050 0236936100
BIC DEUT DE DE
USt IdNr DE 8113 12 571

GESAMT SEITEN 01

MARSH

500447 18

Marsh USA Inc
New York NY - 299
(212) 345-6000

Invoice No
878019

ORIGINAL INVOICE

Date 2/08/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 1/01/06
INSTALLMENT 1 OF 4

Insurer	Policy No	Type of Coverage / Item	Amount
FEE BILLING	SERVICE FEE	CAS CONSULTING FEE	93,750 00
		REMIT IN UNITED STATES DOLLARS	
		INVOICE REPRESENTS BILLING FOR MARSH U S CASUALTY SERVICE FEE W FARISH/EC	
		TOTAL	93 750 00

Received
MAR 13 2006
Shared Services Center

Please indicate Invoice # 878019
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

50094718

Invoice No
878061

ORIGINAL INVOICE

Date 2/08/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

Billing Effective Date 4/01/06

INSTALLMENT 2 OF 4

Insurer	Policy No	Type of Coverage / Item	Amount
FEE BILLING	SERVICE FEE	CAS CONSULTING FEE	93,750 00
		REMIT IN UNITED STATES DOLLARS	
		INVOICE REPRESENTS BILLING FOR MARSH U S CASUALTY SERVICE FEE W FARISH/EC	
		TOTAL	93 750 00

Received
MAR 13 2006
Shared Services Center

Please indicate Invoice # 878061
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

50094818

Marsh USA Inc
New York, NY - 299
(212) 345-6000

Invoice No
878515

ORIGINAL INVOICE

Date 2/14/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

Billing Effective Date 7/01/06

INSTALLMENT 3 OF 4

Insurer	Policy No	Type of Coverage / Item	Amount
FEE BILLING	SERVICE FEE	CAS CONSULTING FEE	93 750 00
		REMIT IN UNITED STATES DOLLARS	
		INVOICE REPRESENTS BILLING FOR MARSH U S CASUALTY SERVICE FEE W FARISH/EC	
		TOTAL	93 750 00

Received
MAR 13 2006
Shared Services Center

Please indicate Invoice # 878515
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York, NY - 299
(212) 345-6000

5 00 94718

Invoice No
878516

ORIGINAL INVOICE

Date 2/14/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

Billing Effective Date 10/01/06

INSTALLMENT 4 OF 4

Insurer	Policy No	Type of Coverage / Item	Amount
FEE BILLING	SERVICE FEE	CAS CONSULTING FEE	93,750 00
		REMIT IN UNITED STATES DOLLARS	
		INVOICE REPRESENTS BILLING FOR MARSH U S CASUALTY SERVICE FEE W FARISH/EC	
		TOTAL	93 750 00

Received
MAR 1 3 2006
Shared Services Center

Please indicate Invoice # 878516 on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York NY - 299
212 345-6000

50094718 BD

Invoice No
878927

ORIGINAL INVOICE

Date: 2/21/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	2/01/07	602328

Policyholder AMER WATER WOR

AA03DIR30

ORIGINAL Billing Effective Date 1/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
LLOYDS OF LON	DU251906	TERRORISM COVG PREMIUM	486 949 88
		REMIT IN UNITED STATES DOLLARS	
	TERRORISM COVERAGE G SHARBAAN/EC		
		TOTAL	486,949 88

Please indicate Invoice # 878927
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009H718 BL

ORIGINAL INVOICE

Invoice No
870031

Date 12/06/05

ATTN RICH CURRIE
AMERICAN WATER WORKS CO INC
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
1/03/06	1/03/07	602328

Policyholder AMER WATER WOR

AA03DIR30

ORIGINAL Billing Effective Date 1/03/06

Insurer	Policy No	Type of Coverage / Item	Amount
WESTCHESTER	K06685092	MISC SURETY PREMIUM	42 000 00
		REMIT IN UNITED STATES DOLLARS	
		RENEWAL $6,000,000 00 FINANCIAL GUARANTEE BOND PRINCIPAL AMERICAN WATER WORKS COMPANY INC OBLIGEE THE TRAVELERS INDEMNITY COMPANY PREMIUM DEDUCTIBLE BOND REQUESTOR JIM LI SPOLOW/YN/BSU	

Please indicate Invoice # 870031
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

TOTAL 42,000 00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York, NY - 299
(212) 345-6000

5009471818

ORIGINAL INVOICE

Invoice No 873914

Date 1/18/06

MR DAVID BAKA
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	1/01/07	602328

Policyholder AMER WATER WOR

AA03D1A30

ORIGINAL Billing Effective Date 1/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
AXA CORPORATE	XS000900(06)	UMB/EXCESS PREMIUM	16 843 00
		REMIT IN UNITED STATES DOLLARS	
	UMBRELLA TERRORISM PREMIUM C ALLEN/JSTUA		
Please indicate Invoice # 873914 on your remittance to Marsh USA Inc New York Office P O Box 19601 Newark, NJ 07195-0601		TOTAL	16,843 00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

500947 18 AA

ORIGINAL INVOICE

Invoice No
879001

Date 2/22/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/06	2/01/07	602328

Policyholder AMER WATER WOR

AA03DIR

ENDORSEMENT Billing Effective Date 1/01/06

AA03DIR30

Insurer	Policy No	Type of Coverage / Item	Amount
LLOYDS OF LON	DU251906	TERRORISM COVG SURPLUS LN TAX	71 34
		TERRORISM COVG SURPLUS LN TAX	441 41
		TERRORISM COVG STAMPING FEE	29 43
		TERRORISM COVG SURPLUS LN TAX	2 124 96
		TERRORISM COVG SURPLUS LN TAX	126 95
		TERRORISM COVG SURPLUS LN TAX	26 36
		TERRORISM COVG SURPLUS LN TAX	2 52
		TERRORISM COVG SURPLUS LN TAX	1 544 70
		TERRORISM COVG FIRE MARSH TAX	1 544 71
		TERRORISM COVG SURPLUS LN TAX	147 84
		TERRORISM COVG STAMPING FEE	8 21
		TERRORISM COVG SURPLUS LN TAX	153 36
		TERRORISM COVG SURPLUS LN TAX	2 802 23
		TERRORISM COVG STAMPING FEE	15 00
		TERRORISM COVG SURPLUS LN TAX	20 87
		TERRORISM COVG SURPLUS LN TAX	795 83

TOTAL $9855 72

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

CH

Marsh USA Inc
New ork, NY - 299
212 345-6000

Invoice No
878836

Date 2/17/06

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
2/01/06	2/01/07	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 2/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
LEXINGTON INS	7477904	PROP/ALL RISK SURPLUS LN TAX	458 05
		PROP/ALL RISK SURPLUS LN TAX	2 834 31
		PROP/ALL RISK STAMPING FEE	188 95
		PROP/ALL RISK SURPLUS LN TAX	13 644 32
		PROP/ALL RISK SURPLUS LN TAX	815 17
		PROP/ALL RISK SURPLUS LN TAX	4 439 45
		PROP/ALL RISK SURPLUS LN TAX	169 27
		PROP/ALL RISK SURPLUS LN TAX	16 19
		PROP/ALL RISK SURPLUS LN TAX	19,837 06
		PROP/ALL RISK SURPLUS LN TAX	964 26
		PROP/ALL RISK STAMPING FEE	53 57
		PROP/ALL RISK SURPLUS LN TAX	984 70
		PROP/ALL RISK SURPLUS LN TAX	17,993 12
		PROP/ALL RISK STAMPING FEE	15 00
		PROP/ALL RISK SURPLUS LN TAX	174 23
		PROP/ALL RISK SURPLUS LN TAX	5,110 02

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

ACCOUNT REPRESENTATIVE COPY

MARSH

Marsh USA Inc
New York NY - 299
212 345-6000

5009471 8 CH

413252 33

CH

Invoice No
878836

Date 2/17/06

MR JAMES P LI

Effective Date	Expiration Date	Client No
2/01/06	2/01/07	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 2/01/06

Insurer	Policy No	Type of Coverage / Item	Amount
	M KING/CHOSP	REMIT IN UNITED STATES DOLLARS	
		TOTAL	67 223 43 ~~67,697~~ 67

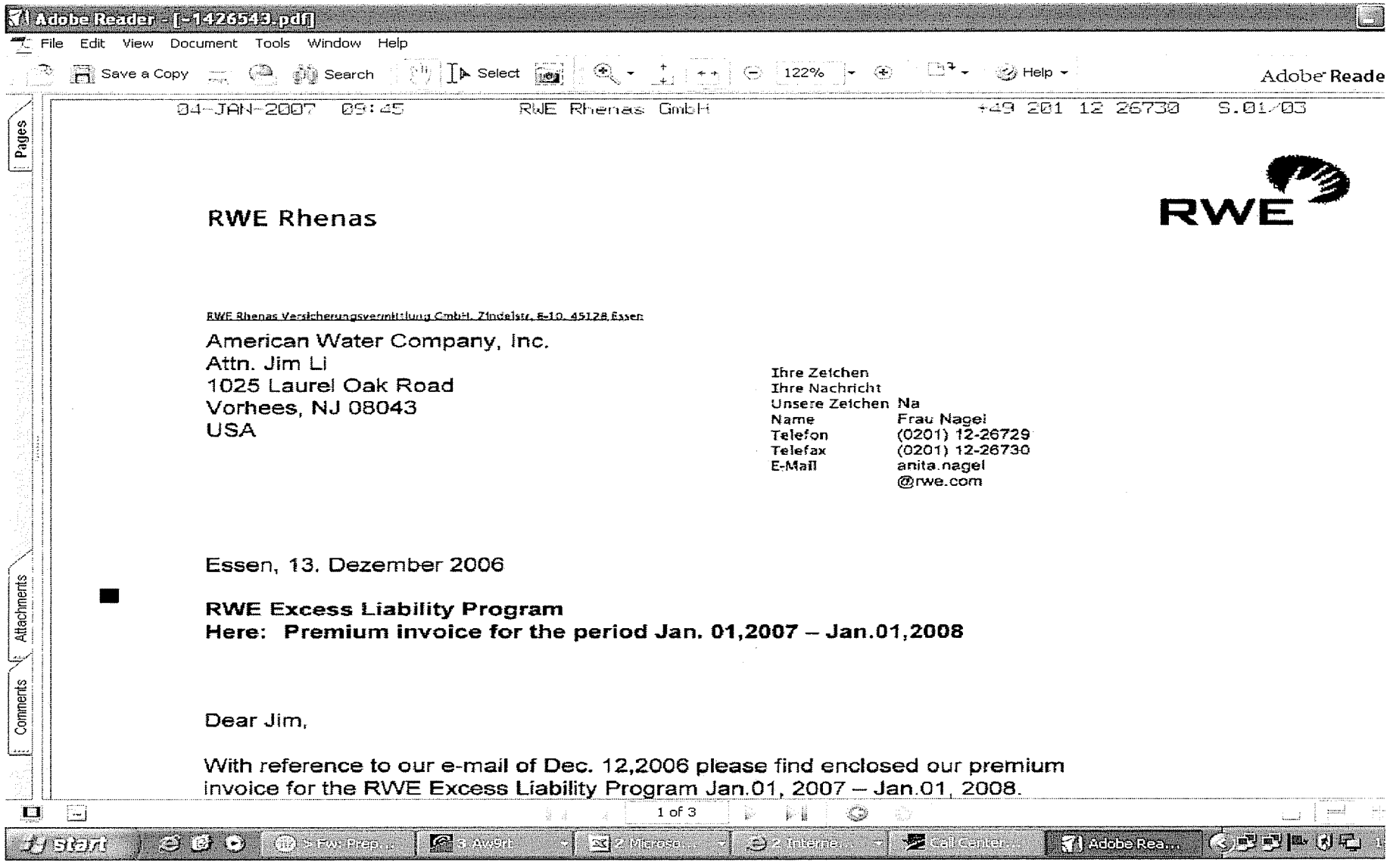
Please indicate Invoice # 878836
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

ACCOUNT REPRESENTATIVE COPY


Adobe Reader - [~1426543.pdf]
File Edit View Document Tools Window Help
Save a Copy Search Select 122% Help
Adobe Reade
Pages
Attachments
Comments
04-JAN-2007 09:45 RWE Rhenas GmbH +49 201 12 26730 S.01/03
RWE Rhenas
RWE
RWE Rhenas Versicherungsvermittlung GmbH, Zindelstr. 6-10, 45128 Essen
American Water Company, Inc.
Attn. Jim Li
1025 Laurel Oak Road
Vorhees, NJ 08043
USA
Ihre Zeichen
Ihre Nachricht
Unsere Zeichen Na
Name Frau Nagel
Telefon (0201) 12-26729
Telefax (0201) 12-26730
E-Mail anita.nagel
@rwe.com
Essen, 13. Dezember 2006
RWE Excess Liability Program
Here: Premium invoice for the period Jan. 01,2007 – Jan.01,2008
Dear Jim,
With reference to our e-mail of Dec. 12,2006 please find enclosed our premium invoice for the RWE Excess Liability Program Jan.01, 2007 – Jan.01, 2008.
1 of 3
Start

Adobe Reader - [-1426543.pdf]
File Edit View Document Tools Window Help
Save a Copy Search Select 122% Help Adobe Reade
Pages Attachments Comments

With reference to our e-mail of Dec. 12,2006 please find enclosed our premium invoice for the RWE Excess Liability Program Jan.01, 2007 – Jan.01, 2008.

Due to the very restrictive terms of payment for the RWE Excess Liability Program please initiate all necessary steps to make sure that the invoice will be paid to us until January 15, 2007, latest.

Please note that we have issued the invoice without insurance premium tax. Therefore please forward the appropriate tax for this premium to the local US tax authorities.

Best regards,

RWE Rhenas
Versicherungsvermittlung GmbH

Janette Grundmann Stephan Sommer

Enclosure

RWE Rhenas
Versicherungsvermittlung
GmbH

Zindelstraße 8 - 10
45128 Essen

T +49 201 12-067
F +49 201 12-26730
I www.rwerhenas.com

Geschäftsführer:
Dr. Joachim Haaf

Sitz der Gesellschaft:
Essen
Eingetragen beim
Amtsgericht Essen
Handelsregister-Nr.
HRB 32 35

Bankverbindung:
Deutsche Bank AG, Essen
BLZ 360 700 50
Kto.-Nr. 2 369 361
IBAN: DE 29 36070050
0236936100
BIC: DEUT DE DE

1 of 3

Adobe Reader - [-1426543.pdf]
File Edit View Document Tools Window Help
Save a Copy Search Select 122% Help Adobe Reade
Pages Attachments Comments

RWE Rhenas

RWE Rhenas Versicherungsvermittlung GmbH, Zindelstraße 8-10, 45128 Essen

American Water Company, Inc.
1025 Laurel Oak Road
VOORHEES, NJ 08043
USA

Our reference ES
Name Herr Rene Essink
Telephone (0201) 12--26731
Fax (0201) 12--26730
E-Mail rene.essink @rwe.com

Essen, January 3, 2007

[redacted]

Invoice no: **VNA0730**
Liability Insurance

Customer no: 1097
Period: 01.01.2007 - 01.01.2008

Adobe Reader - [-1426543.pdf]

File Edit View Document Tools Window Help

Save a Copy Search Select 122% Help Embed video and audio in Adobe PDF

Pages Attachments Comments

Period: 01.01.2007 - 01.01.2008

The insurer's documents which we have checked result in the following statement of accounts:

	EUR
Invoice	77.900,00
Balance in our favour	**77.900,00**
Tax included:	0,00

Please refer to the enclosure for the itemized amounts. Please be so kind as to transfer the amount due and payable to our bank account specifying the invoice number above.

Kind regards,

RWE Rhenas
Versicherungsvermittlung GmbH

RWE Rhenas
Versicherungsvermittlung
GmbH

Zindelstraße 8 - 10
45128 Essen

T +49(0)201/12-067
F +49(0)201/12-26730
I www.rwerhenas.com

Geschäftsführer:
Dr. Joachim Haaf

Sitz der Gesellschaft:
Essen
Eingetragen beim
Amtsgericht Essen,
Handelsregister-Nr.
HRB 32 35

Bankverbindung:
Deutsche Bank AG, Essen

Adobe Reader - [-1426543.pdf]

File Edit View Document Tools Window Help

Save a Copy Search Select 86% Help Embed video and audio in Adobe PDF

Pages Attachments Comments

Anlage zur Versicherungsnehmer-Abrechnung Nr.VNA0730
03.01.2007 / ES

Rechnungsempfänger: American Water Company, Inc.

Vertrag-Nummer / Schadennummer	OP-Nummer Produkt / Sparten-Risiko	Vertrags-Risiko / Objekt-Beschreibung	Buchungsart / Gefahr	Zeitraum	Anteil	Netto-Betrag	Steuer (inkl. Gebühr)	Brutto-Betrag	Währ.
AEL1ABI033 - AW	OP0763 Haftpflichtversicherung 6. Excedent	6. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	11.000,00	0,00	11.000,00	EUR
CH0C0062041I07A -	OP0747 Haftpflichtversicherung 4. Excedent	4. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	50.000,00	0,00	50.000,00	EUR
31473 - AW	OP0771 Haftpflichtversicherung 7. Excedent	7. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	6.900,00	0,00	6.900,00	EUR
6340144 AW	OP0756 Haftpflichtversicherung 5. Excedent	5. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	10.000,00	0,00	10.000,00	EUR
Gesamtsumme Abrechnung VNA0730						**77.900,00**	**0,00**	**77.900,00**	**EUR**

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

5009471S
JT
AA03ANA03

Invoice No
078806

ORIGINAL INVOICE

Date 1/18/07

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Effective Date	Expiration Date	Client No
1/01/07	1/01/08	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 1/01/07

Insurer	Policy No	Type of Coverage / Item		Amount
GREAT AMER NY	EXC9252949	UMB/EXCESS	PREMIUM	300,000 00
		UMB/EXCESS	SURCHARGE	4 800 00
NATIONAL UNION	9834564	UMB/EXCESS	PREMIUM	1,009 808 00
		UMB/EXCESS	SURCHARGE	16 154 00

REMIT IN UNITED STATES DOLLARS

Excess 25MM p/o 75MM xs 100MM
Excess 25MM xs Umbrella
1/1/07-1/1/08
C Allen/A F

Received
JAN 24 2007

JAN 2 4 2007

Shared Services Center

Please indicate Invoice # 078806
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

TOTAL $ 1,203,983.19 ~~1 330 762 00~~

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

MARSH

5009478 TCJ

AAD3ANA03

Marsh USA Inc
New York, NY - 299
(212) 345-6000

Invoice No 078494

ORIGINAL INVOICE

Date 1/16/07

Attn Jim Li
American Water Works Co , Inc
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No
1/01/07	1/01/08	602328

Policyholder American Water

ORIGINAL Billing Effective Date 1/01/07

Insurer	Policy No	Type of Coverage / Item	Amount
FEDERAL INS	68039304	FIDUCIARY LIAB PREMIUM	103,000 00
		FIDUCIARY LIAB SURCHARGE	1,802 50
ZURICH AMER	FLC902417901	FIDUCIARY LIAB PREMIUM	51,542 00
		FIDUCIARY LIAB SURCHARGE	824 67
		REMIT IN UNITED STATES DOLLARS	
		Renewal premiums for Fiduciary Liability policies M Shannon/E Miccio/rt	
		TOTAL	157,169 17

Please indicate Invoice # 078494
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

142 195.99

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

5009471871J

MARSH

AA03ANA03

Marsh Ltd
Client & Market Services
Victoria House
Queens Road
Norwich
NR1 3QQ
020 7357 1000 fax 020 7929 2705

AMERICAN WATER WORKS COMPANY INC
1025 LAUREL OAK RD
VOORHEES, NJ 080433597
USA

CLIENT & MARKET SERVICES FOR
GLOBAL BROKING PRACTICE
ACCOUNT NO C4729602X
RISK NO DL481007
CONTACT L89/DEAN ROE
DIRECT LINE 01603 20 7029

YOUR REFERENCE JIM LI

DATE 15 JAN 2007

DEBIT INVOICE NO: 07DL1012 /01

INSURED AMERICAN WATER WRKS
PERIOD 1 JAN 07 TO 1 JAN 08
TYPE EXCESS LIABILITY
DESCRIPTION PREMIUM FOR PERIOD

NARRATIVE EXCESS LIABILITY INSURANCE (OCCURRENCE BASIS)
LIMIT USD 50,000,000 EXCESS USD 50,000,000
PREMIUM PAYMENT WARRANTY 31ST JANUARY 2007
INSURER XL EUROPE LTD

PREMIUM	USD	850,000.00
AMOUNT PAYABLE	USD	850,000.00

709022.34

PLEASE BE AWARE THAT THE COVERAGE AFFORDED BY THE POLICY IS CONDITIONAL UPON THE UNDERWRITER/S RECEIVING PAYMENT OF ALL PREMIUM AMOUNTS DUE
PLEASE THEREFORE ARRANGE TIMELY SETTLEMENT TO OUR BANK AS PER THE ACCOUNT DETAILS SHOWN OVERLEAF PLEASE QUOTE THE ABOVE INVOICE NUMBER ON ALL CORRESPONDENCE

ANY EXEMPT PART OF THIS SUPPLY IS VAT EXEMPT UNDER
ARTICLE 13B(A), DIRECTIVE 77/388/EC

Marsh Ltd is authorised and regulated by the Financial Services Authority Marsh Ltd conducts its general insurance activities
subject to rules that are set out in the document Our Business Principles and Practices Full details may be viewed on our website
http://www.marsh.co.uk/bo/Marsh/principles.html
VAT Reg No 232 4517 75 Registered No: 1507274 England and Registered Office: 1 Tower Place West Tower Place London EC3R 5BU
MMC Marsh & McLennan Companies

NOR DL

NCO 0A

5012658475

Willis

Willis of Pennsylvania Inc
P O Box 905432
Charlotte NC 28290-5432
(610) 964-8700

AA03ANA03

INVOICE

INVOICE DATE
03-JAN-2007

INVOICE NO
0403923

AMERICAN WATER WORKS COMPANY INC
ATTN — JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

DUE DATE

Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company Inc

FOR QUESTIONS REGARDING THIS INVOICE PLEASE CALL ONE OF THE FOLLOWING

SERVICER Lisa Pelurie PRODUCER Michael F Trendler Jr

REF	BILLING INFORMATION	AMOUNT
01	Transaction New Policy Eff Date 01-JAN-2007 Policy FID968343500 Description Crime Period 01-JAN-2007 to 01-JAN-2009 Carrier Zurich American Insurance Company In Full January 2007 Premium for Crime	$ 79 000 00
	Total for Reference 01 $ 79 000 00	
	Two-Year Policy Premium	
	For Your Convenience Funds May Be ACH/Wired To	
	Suntrust Bank 100 Colony Square Atlanta, GA 30361 Willis of Pennsylvania Inc Acct# 1000011273884 ABA# 061000104 ***PLEASE REFERENCE INVOICE NUMBER*** **US DOLLAR ACCOUNT ONLY**	

71473.85

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE ➡ $ 79 000 00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages other parties such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis corporate parents or affiliates) may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21 2004 we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year For any placements that were made prior to October 21 2004 it is possible that Willis or its corporate parents or affiliates earned contingent payments or allowances from insurers based on factors which are not client specific, such as size or performance of an overall book of business produced with an insurer by Willis its corporate parents or affiliates Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates

5012658H TS

Willis

Willis of Pennsylvania Inc
P O Box 905432
Charlotte NC 28290-5432
(610) 964-8700

AA03ANA03

INVOICE

INVOICE DATE
09-JAN-2007

INVOICE NO
0403989

AMERICAN WATER WORKS COMPANY INC
ATTN JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

DUE DATE
Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company Inc

FOR QUESTIONS REGARDING THIS INVOICE PLEASE CALL ONE OF THE FOLLOWING
SERVICER Lisa Pelurie PRODUCER Michael F Trendler Jr

REF	BILLING INFORMATION	AMOUNT
01	Transaction New Policy Eff Date 01-JAN-2007 Policy OM 51325 CR Description Kidnap and Ransom Period 01-JAN-2007 to 01-JAN-2010 Carrier Great American Insurance Company In Full January 2007 Premium for Kidnap and Ransom	$ 15 115 00
	Total for Reference 01 $ 15 115 00	

For Your Convenience Funds May Be ACH/Wired To

Suntrust Bank
100 Colony Square
Atlanta GA 30361
Willis of Pennsylvania Inc
Acct# 1000011273884
ABA# 061000104
PLEASE REFERENCE INVOICE NUMBER
US DOLLAR ACCOUNT ONLY

13,675.83

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE $ 15 115 00

Willis is a member of a major international group of companies In addition to the compensation received by Willis from insurers for placements of your insurance coverages other parties such as excess and surplus lines brokers wholesalers reinsurance intermediaries underwriting managers and similar parties (some of which may be owned in whole or in part by Willis corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21 2004 we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year For any placements that were made prior to October 21 2004 it is possible that Willis or its corporate parents or affiliates earned contingent payments or allowances from insurers based on factors which are not client-specific such as size or performance of an overall book of business produced with an insurer by Willis its corporate parents or affiliates. Upon written request Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates

5009471872

MARSH

Marsh USA Inc
New York, NY - 299
(212) 345-6000

AA03ANA03

ORIGINAL INVOICE

Invoice No
083383

Date 2/14/07

Attn Jim Li
American Water Works Co , Inc
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No
1/03/07	1/03/08	602328

Policyholder American Water

ORIGINAL Billing Effective Date 1/03/07

Insurer	Policy No	Type of Coverage / Item	Amount
WESTCHESTER	K06685092	MISC SURETY PREMIUM	42 000 00
		REMIT IN UNITED STATES DOLLARS	
		Renewal Principal(s) American Water Works Company Inc. Obligee(s) The Travelers Indemnity Company Bond Amount $6,000 000 00 Bond Type - Description Other Financial Guarantee - Premium Deductible Bond Requester Jim Li	

Received

MAR 0 1 2007

Shared Services Center

Please indicate Invoice # 083383
on your remittance to

American Water Works Company Inc
Premium

Coverage	BUS UNIT	OBJECT	PRODUCT ID	US$ $15M Lead Excess Liability
AMERICAN WATER WORKS COMPANY, INC	020105	165200	TJ36	
AMERICAN WATER WORKS SERVICE CO , INC	032000	165200	TJ36	10 127 03
ELIZABETHTOWN WATER COMPANY	520105	165200	TJ36	
ILLINOIS-AMERICAN WATER	098505	165200	TJ36	2 947 90

50/26584 TS

Willis

Willis of Pennsylvania Inc
P O Box 905432
Charlotte NC 28290-5432
(610) 964-8700

INVOICE

INVOICE DATE
25-JAN 2007

INVOICE NO
0404176

AMERICAN WATER WORKS COMPANY INC
ATTN JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

$43,600.94

DUE DATE
Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company Inc

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING
SERVICER Lisa Pelurie PRODUCER Michael F Trendler Jr

REF	BILLING INFORMATION	AMOUNT
01	Transaction New Policy	
	Eff Date 22 JAN-2007	
	Policy DOC914135900	
	Description Excess D & O	
	Period 22-JAN-2007 to 22-JAN-2008	
	Carrier Zurich American Insurance Company	
	In Full January 2007	
	Premium for Excess D & O	$ 45 000 00
	Taxes and Surcharges	$ 788 00
	Total for Reference 01 $ 45 788 00	

For Your Convenience Funds May Be ACH/Wired To

Suntrust Bank
100 Colony Square
Atlanta GA 30361
Willis of Pennsylvania Inc
Acct# 1000011273884
ABA# 061000104
PLEASE REFERENCE INVOICE NUMBER
US DOLLAR ACCOUNT ONLY

Received
FEB 15 2007
Shared Services Center

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE $ 45 788 00

Willis is a member of a major international group of companies In addition to the compensation received by Willis from insurers for placements of your insurance coverages other parties such as excess and surplus lines brokers wholesalers reinsurance intermediaries underwriting managers and similar parties (some of which may be owned in whole or in part by Willis corporate parents or affiliates) may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers On October 21 2004 we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year For any placements that were made prior to October 21 2004 it is possible that Willis or its corporate parents or affiliates earned contingent payments or allowances from insurers based on factors which are not client specific such as size or performance of an overall book of business produced with an insurer by Willis its corporate parents or affiliates Upon written request Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates

5016205847

Willis

Willis of Pennsylvania Inc
P O Box 905432
Charlotte NC 28290-5432
(610) 964-8700

INVOICE

INVOICE DATE
24-JAN-2007

INVOICE NO
0404165

AMERICAN WATER WORKS COMPANY INC
ATTN JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

$76,777.45

DUE DATE
Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company, Inc

FOR QUESTIONS REGARDING THIS INVOICE PLEASE CALL ONE OF THE FOLLOWING
SERVICER Lisa Pelurie PRODUCER Michael F Trendler Jr

REF	BILLING INFORMATION	AMOUNT
01	Transaction New Policy	
	Eff Date 22-JAN-2007	
	Policy 82078921	
	Description Primary D&O	
	Period 22-JAN-2007 to 22-JAN-2008	
	Carrier Federal Insurance Company	
	In Full January 2007	
	Premium for Directors & Officers Liab	$ 75 000 00
	NJ PLIGA Surcharge	$ 1 312 50
	Total for Reference 01 $ 76 312 50	

For Your Convenience Funds May Be ACH/Wired To

Suntrust Bank
100 Colony Square
Atlanta GA 30361
Willis of Pennsylvania Inc
Acct# 1000011273884
ABA# 061000104
PLEASE REFERENCE INVOICE NUMBER
US DOLLAR ACCOUNT ONLY

Received
FEB 15 2007
Shared Services Center

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE $ 76 312 50

Willis is a member of a major international group of companies In addition to the compensation received by Willis from insurers for placements of your insurance coverages other parties such as excess and surplus lines brokers wholesalers reinsurance intermediaries underwriting managers and similar parties (some of which may be owned in whole or in part by Willis corporate parents or affiliates) may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers On October 21 2004 we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year For any placements that were made prior to October 21 2004 it is possible that Willis or its corporate parents or affiliates earned contingent payments or allowances from insurers based on factors which are not client specific such as size or performance of an overall book of business produced with an insurer by Willis its corporate parents or affiliates Upon written request Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates

RWE Rhenas

5013558 3 JT

RWE

AA03ANA03

RWE Rhenas Versicherungsvermittlung GmbH, Zindelstraße 8-10, 45128 Essen

American Water Company Inc
1025 Laurel Oak Road
VOORHEES NJ 08043
USA

Our reference ES
Name Herr Rene Essink
Telephone (0201) 12-26731
Fax (0201) 12-26730
E-Mail rene essink @rwe com

Essen January 3 2007

Invoice no. VNA0730
Liability Insurance

Customer no 1097
Period 01 01 2007 01 01 2008

Received
JAN 17 2007

The insurer's documents which we have checked result in the following statement of accounts

$ US $123,553.81

	EUR
Invoice	77 900,00
Balance in our favour	77 900,00
Tax included	0,00

$ US $ $ Conversion on Page 4 + €

Please refer to the enclosure for the itemized amounts Please be so kind as to transfer the amount due and payable to our bank account specifying the invoice number above

Kind regards

RWE Rhenas
Versicherungsvermittlung GmbH

Enclosure
Insurers s documents

RWE Rhenas
Versicherungsvermittlung GmbH
Zindelstraße 8 10
45128 Essen
T +49(0)201/12-067
F 49(0)201/12 26730
I www rwerhenas.com
Geschäftsführer
Dr Joachim Hasl
Sitz der Gesellschaft:
Essen
Eingetragen beim
Amtsgericht Essen
Handelsregister-Nr
HRB 32 35
Bankverbindung:
Deutsche Bank AG Essen
BLZ 360 700 50
Kto -Nr 2 369 361
IBAN DE 29 36070050
0236936100
BIC DEUT DE DE
USt IdNr DE 8113 12 671

RWE Rhenas

RWE

RWE Rhenas Versicherungsvermittlung GmbH, Zindelstr. 8-10, 45128 Essen

American Water Company, Inc.
Attn. Jim Li
1025 Laurel Oak Road
Vorhees, NJ 08043
USA

Ihre Zeichen
Ihre Nachricht
Unsere Zeichen Na
Name Frau Nagel
Telefon (0201) 12-26729
Telefax (0201) 12-26730
E-Mail anita.nagel@rwe.com

Essen, 13. Dezember 2006

RWE Excess Liability Program
Here: Premium invoice for the period Jan. 01,2007 – Jan.01,2008

Dear Jim,

With reference to our e-mail of Dec. 12,2006 please find enclosed our premium invoice for the RWE Excess Liability Program Jan.01, 2007 – Jan 01, 2008.

Due to the very restrictive terms of payment for the RWE Excess Liability Program please initiate all necessary steps to make sure that the invoice will be paid to us until January 15, 2007, latest.

Please note that we have issued the invoice without insurance premium tax. Therefore please forward the appropriate tax for this premium to the local US tax authorities.

Best regards,

RWE Rhenas
Versicherungsvermittlung GmbH

Janette Grundmann Stephan Sommer

Enclosure

RWE Rhenas
Versicherungsvermittlung
GmbH

Zindelstraße 8 - 10
45128 Essen

T +49 201 12-067
F +49 201 12-26730
I www.rwerhenas.com

Geschäftsführer:
Dr. Joachim Haaf

Sitz der Gesellschaft:
Essen
Eingetragen beim
Amtsgericht Essen
Handelsregister-Nr.
HRB 32 35

Bankverbindung:
Deutsche Bank AG, Essen
BLZ 360 700 50
Kto.-Nr. 2 369 361
IBAN: DE 29 36070050
0236936100
BIC: DEUT DE DE

USt-IdNr. DE 8113 12 571

RWE Rhenas

RWE Rhenas Versicherungsvermittlung GmbH, Zindelstraße 8-10, 45128 Essen

American Water Company, Inc.
1025 Laurel Oak Road
VOORHEES, NJ 08043
USA

Our reference ES
Name Herr Rene Essink
Telephone (0201) 12-26731
Fax (0201) 12-26730
E-Mail rene.essink@rwe.com

Essen, January 3, 2007

Invoice no: **VNA0730**
Liability insurance

Customer no: 1097
Period: 01.01.2007 - 01.01.2008

The insurer's documents which we have checked result in the following statement of accounts:

	EUR
Invoice	77.900,00
Balance in our favour	**77.900,00**
Tax included:	0,00

Please refer to the enclosure for the itemized amounts. Please be so kind as to transfer the amount due and payable to our bank account specifying the invoice number above.

Kind regards,

RWE Rhenas
Versicherungsvermittlung GmbH

Enclosure
Insurers's documents

RWE Rhenas
Versicherungsvermittlung
GmbH

Zindelstraße 8 - 10
45128 Essen

T +49(0)201/12-087
F +49(0)201/12-26730
I www.rwerhenas.com

Geschäftsführer:
Dr. Joachim Hasf

Sitz der Gesellschaft:
Essen
Eingetragen beim
Amtsgericht Essen,
Handelsregister-Nr
HRB 32 35

Bankverbindung:
Deutsche Bank AG, Essen
BLZ 360 700 50
Kto.-Nr. 2 389 361
IBAN: DE 29 36070050 0238936100
BIC: DEUT DE DE

USt.-IdNr. DE 8113 12 571

Anlage zur Versicherungsnehmer-Abrechnung Nr.VNA0730

03.01.2007 / ES

Rechnungsempfänger: American Water Company, Inc.

Vertrag-Nummer	OPA-Nummer Produkt	Vertrags-Risiko	Buchungstext							
Schaden-Nummer		Sparten-Risiko	Objekt-Beschreibung	Gefahr	Zeitraum / Anwi	Netto-Betrag (Mit Gebühr)	Brutto-Betrag	Währ		
AELIAB0033 - AW	OP0763 Haftpflichtversicherung 6. Excedent	6. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	11.000,00	0,00	11.000,00	EUR	
CH0306206410TA -	OP0747 Haftpflichtversicherung 4. Excedent	4. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	50.000,00	0,00	50.000,00	EUR	
31473 - AW	OP0771 Haftpflichtversicherung 7. Excedent	7. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	6.900,00	0,00	6.900,00	EUR	
6340144 AW	OP0755 Haftpflichtversicherung 5. Excedent	5. Excedent	Folgeprämie	01.01.2007 - 01.01.2008	100	10.000,00	0,00	10.000,00	EUR	
				Gesamtsumme Abrechnung VNA0730		**77.900,00**	**0,00**	**77.900,00**	**EUR**	

50126584TN

Willis

Willis of Pennsylvania Inc
P O Box 905432
Charlotte, NC 28290 5432
(610) 964-8700

INVOICE

INVOICE DATE
23-JAN-2007

INVOICE NO
0404137

AMERICAN WATER WORKS COMPANY INC
ATTN JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

DUE DATE
Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company Inc

FOR QUESTIONS REGARDING THIS INVOICE PLEASE CALL ONE OF THE FOLLOWING
SERVICER Lisa Pelurie PRODUCER Lawrence Dlugos

REF	BILLING INFORMATION	AMOUNT
01	Transaction Policy Renewal Eff Date 01-FEB-2007 Policy V100E006PNTE Description Employment Practices Liab Period 01-FEB-2007 to 01-FEB-2008 Carrier Beazley Insurance Company Inc In Full February 2007 Premium for Employment Practices Liability	$ 148 000 00
	Total for Reference 01 $ 148 000 00	

For Your Convenience Funds May Be ACH/Wired To

Suntrust Bank
100 Colony Square
Atlanta GA 30361
Willis of Pennsylvania Inc
Acct# 1000011273884
ABA# 061000104
PLEASE REFERENCE INVOICE NUMBER
US DOLLAR ACCOUNT ONLY

Received
FEB 15 2007
Shared Services Center

4/33,900.37

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE ➡ $ 148 000 00

Willis is a member of a major international group of companies In addition to the compensation received by Willis from insurers for placements of your insurance coverages other parties such as excess and surplus lines brokers wholesalers reinsurance intermediaries underwriting managers and similar parties (some of which may be owned in whole or in part by Willis corporate parents or affiliates) may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers On October 21 2004 we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year For any placements that were made prior to October 21 2004 it is possible that Willis or its corporate parents or affiliates earned contingent payments or allowances from insurers based on factors which are not client specific such as size or performance of an overall book of business produced with an insurer by Willis its corporate parents or affiliates Upon written request Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates

50094718 RS

MARSH

Marsh USA Inc
New York, NY - 299
(212) 345-6000

Invoice No 079251

ORIGINAL INVOICE

Date 1/23/07

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
1/01/07	1/01/08	602328

Policyholder AMER WATER WOR

Billing Effective Date 4/01/07

INSTALLMENT 2 OF 4

Insurer	Policy No	Type of Coverage / Item		Amount
TRAVELERS P&C	TC2J-GLSA-260T3317	GEN LIABILITY	PREMIUM	4,145 622 00
		GEN LIABILITY	FEE	41,760 00
TRAVELERS P&C	TC2J-CAP-260T3298	AUTO LIAB	PREMIUM	462 854 00
		AUTO LIAB	FEE	5,040 00
PHOENIX	TC2J-UB-121D3206	WORK COMP	PREMIUM	2,745,702 00
		WORK COMP	FEE	25,200 00
		REMIT IN UNITED STATES DOLLARS		
	RENEWAL PRIMARY CASUALTY PREMIUM INCLUDING FEE CASH COLLATORAL & CLAIMS DEPOSIT PREMIUM QUARTERLY INSTALLMENTS H ELLENBRACHT/EC			
	Please indicate Invoice # 079251 on your remittance to Marsh USA Inc New York Office P O Box 19601 Newark, NJ 07195-0601		TOTAL	7,428 178 00

$16,184,764.40

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

500947187TCJ 079441

$5,553,801.00

MARSH

Marsh USA Inc
New York, NY - 299
(212) 345-6000

CH

Invoice No
079441

Date 1/25/07

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
12/31/06	12/31/07	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 12/31/06

Insurer	Policy No	Type of Coverage / Item	Amount
LEXINGTON INS	7478328	PROP/ALL RISK PREMIUM	2 240,937 00
		PROP/ALL RISK SURPLUS LN TAX	338 10
		PROP/ALL RISK SURPLUS LN TAX	4 930 32
		PROP/ALL RISK STAMPING FEE	328 69
		PROP/ALL RISK SURPLUS LN TAX	3 396 26
		PROP/ALL RISK STAMPING FEE	141 51
		PROP/ALL RISK SURPLUS LN TAX	7 870 00
		PROP/ALL RISK SURPLUS LN TAX	270 35
		PROP/ALL RISK SURPLUS LN TAX	3 709 02
		PROP/ALL RISK SURPLUS LN TAX	141 48
		PROP/ALL RISK SURPLUS LN TAX	14 633 72
		PROP/ALL RISK SURPLUS LN TAX	9 080 88
		PROP/ALL RISK FIRE MARSH TAX	9 080 88
		PROP/ALL RISK SURPLUS LN TAX	766 40
		PROP/ALL RISK STAMPING FEE	42 58
		PROP/ALL RISK SURPLUS LN TAX	1 829 73
		PROP/ALL RISK SURPLUS LN TAX	10 486 79
		PROP/ALL RISK STAMPING FEE	15 00
		PROP/ALL RISK SURPLUS LN TAX	282 65

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

ACCOUNT REPRESENTATIVE COPY

5009471815

MARSH

Marsh USA Inc
New York NY - 299
(212) 345-6000

AA03ANA03

Invoice No 079359

ORIGINAL INVOICE

Date 1/24/07

MR JAMES P LI
DIRECTOR OF RISK MANAGEMENT
AMERICAN WATER WORKS
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Effective Date	Expiration Date	Client No
1/01/07	1/01/08	602328

Policyholder AMER WATER WOR

ORIGINAL Billing Effective Date 1/01/07

Insurer	Policy No	Type of Coverage / Item	Amount
AXA INSURANCE	XS000900(07)	UMB/EXCESS PREMIUM	2 042 350 00
		UMB/EXCESS PREMIUM	18 381 00
		UMB/EXCESS SURCHARGE	5 106 00
		REMIT IN UNITED STATES DOLLARS	
		EXCESS UMBRELLA LIABILITY PREMIUM	
		C ALLEN/EC	
		TOTAL	2 065 837 00

1,869,029.18

Please indicate Invoice # 079359
on your remittance to

Marsh USA Inc
New York Office
P O Box 19601
Newark, NJ 07195-0601

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer where permitted by law

Scanned to AP 1/31/08
AA03ANA10
500947181

MARSH

Marsh USA Inc.
New York, NY - 299
(212) 345-6000

Invoice No. 120953

ORIGINAL INVOICE

Date 1/10/08

Mr. James P. Li
Director of Risk Management
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No.
1/01/08	1/01/09	602328

Received
JAN 31 2008
Shared Services Center

** REPRINT **

Policyholder: AMER WATER WOR

$7,241,252.87

ORIGINAL Billing Effective Date: 1/01/08

INSTALLMENT 1 OF 4

Insurer	Policy No.	Type of Coverage / Item		Amount
TRAVELERS P&C	TC2JCLSA260T3317	~~GEN LIABILITY~~ WORK COMP	PREMIUM	2,872,308.00
TRAVELERS P&C	TC2JCAF260T3298 (A	AUTO LIAB	PREMIUM	457,019.00
FEE BILLING	SERVICE FEE	CAS CONSULTING FEE		72,000.00
TRAVELERS P&C	TC2JUB121D3206	~~WORK COMP~~ GEN LIABILITY	PREMIUM	4,208,512.00

REMIT IN: UNITED STATES DOLLARS

Premium and Service Fee
Fee breakdown by coverage:
GL - $41,760
AL - $ 5,040
WC - $25,200

Please indicate Invoice # 120953
on your remittance to:

Marsh USA Inc.
New York Office
P.O. Box 19601
Newark, NJ 07195-0601

TOTAL: 7,609,839.00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

Scanned to AP 1/31/08
AADSANA10
5009 4718
JT

MARSH

Marsh USA Inc.
New York, NY - 299
(212) 345-6000

140

Invoice No.
123474

Date: 1/28/08

Mr James P. Li
Director of Risk Management
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No.
1/01/08	1/01/10	602328

Received
JAN 31 2008
Shared Services Center

$2,236,902.75

Policyholder: AMER WATER WOR

ORIGINAL Billing Effective Date: 1/01/08

INSTALLMENT 1 OF 2

Insurer	Policy No.	Type of Coverage	Item	Amount
AXA INSURANCE	XS00090008	UMB/EXCESS	PREMIUM	1,852,377.00
GENERAL SEC AS	200810P1129651	UMB/EXCESS	PREMIUM	202,000.00
		UMB/EXCESS	SURPLUS LN TAX	633.60
		UMB/EXCESS	STAMPING FEE	26.40
		UMB/EXCESS	SURPLUS LN TAX	1,697.00
		UMB/EXCESS	STAMPING FEE	48.00
		UMB/EXCESS	SURPLUS LN TAX	321.39
		UMB/EXCESS	STAMPING FEE	110.71
		UMB/EXCESS	MUNICIPAL TAX	276.69
		UMB/EXCESS	MUNICIPAL TAX	101.46
		UMB/EXCESS	SURPLUS LN TAX	2,309.21
		UMB/EXCESS	SURPLUS LN TAX	1,342.29
		UMB/EXCESS	SURPLUS LN TAX	311.76
		UMB/EXCESS	SURPLUS LN TAX	2,007.26
		UMB/EXCESS	STAMPING FEE	25.00
		UMB/EXCESS	SURPLUS LN TAX	146.72
		UMB/EXCESS	SURPLUS LN TAX	776.43
		UMB/EXCESS	STAMPING FEE	106.62
ASPEN INS UK	S0509DL506308	UMB/EXCESS	PREMIUM	315,000.00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

Scanned to AP 1/31/08
AA03ANA-10
5009471 8
JT

MARSH

Marsh USA Inc.
New York, NY 10299
(212) 345-6000

140

Invoice No.
122465

Date: 1/28/08

Mr. James P. Li
Director of Risk Management
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Received
JAN 31 2008
Shared Services Center

Effective Date	Expiration Date	Client No.
1/01/08	1/01/09	602320

$428,142.75

Policyholder AMER WATER WOR

ORIGINAL Billing Effecave Date 1/01/08

Insurer	Policy No.	Type of Coverage / Item		Amount
GREAT AMER NY	EXC9254285	UMB/EXCESS	PREMIUM	279,400.00
AXIS SURPLUS	ENU736701012008	UMB/EXCESS	PREMIUM	133,900.00
ILLINOIS UNION	XCPG23883375	UMB/EXCESS	PREMIUM	50,700.00
		UMB/EXCESS	SURPLUS LN TAX	55.62
		UMB/EXCESS	STAMPING FEE	3.71
		UMB/EXCESS	SURPLUS LN TAX	78.42
		UMB/EXCESS	STAMPING FEE	5.27
		UMB/EXCESS	SURPLUS LN TAX	27.40
		UMB/EXCESS	STAMPING FEE	13.72
		UMB/EXCESS	MUNICIPAL TAX	34.24
		UMB/EXCESS	MUNICIPAL TAX	12.55
		UMB/EXCESS	SURPLUS LN TAX	385.79
		UMB/EXCESS	SURPLUS LN TAX	413.65
		UMB/EXCESS	SURPLUS LN TAX	10.34
		UMB/EXCESS	STAMPING FEE	1.65
		UMB/EXCESS	SURPLUS LN TAX	18.93
		UMB/EXCESS	SURPLUS LN TAX	248.42
		UMB/EXCESS	STAMPING FEE	25.00
		UMB/EXCESS	SURPLUS LN TAX	16.16

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

Scanned to AP 1/31/08
AA03ANA10

MARSH

50220154 JT

Marsh Ltd
UK Operations
Victoria House
Queens Road
Norwich
NR1 3QQ
020 7357 1000 fax: 020 7929 2705

(W)

AMERICAN WATER WORKS COMPANY INC
1025 LAUREL OAK RD
VOORHEES, NJ 080433597
USA

Received
JAN 31 2008
Shared Services Center

UK OPERATIONS FOR
GLOBAL BROKING PRACTICE
ACCOUNT NO: C4729602X
RISK NO: DL48100B
CONTACT: LB9/DEAN ROE
DIRECT LINE: 01603 20 7029

YOUR REFERENCE: JIM LI

DATE: 15 JAN 2008 1/15/08

DEBIT INVOICE NO: 08DL101801 /01 08DL101801

INSURED: AMERICAN WATER WRKS
PERIOD: 1 JAN. 08 TO 1 JAN. 10
TYPE: EXCESS LIABILITY
DESCRIPTION: AMERICAN WATER WORKS

$1,159,132.29

NARRATIVE: EXCESS LIABILITY INSURANCE (OCCURRENCE BASIS)
LIMIT: USD 50,000,000 EXCESS USD 25,000,000
PREMIUM PAYMENT CONDITION: 31ST JANUARY 2008
INSURER: XL INSURANCE COMPANY LIMITED
PREMIUM FOR 1ST INSTALMENT

PREMIUM	USD	1,260,000.00
AMOUNT PAYABLE	USD	1,260,000.00

PLEASE BE AWARE THAT THE COVERAGE AFFORDED BY THE POLICY IS CONDITIONAL UPON THE UNDERWRITER/S RECEIVING PAYMENT OF ALL PREMIUM AMOUNTS DUE.
PLEASE THEREFORE ARRANGE TIMELY SETTLEMENT TO OUR BANK, AS PER THE ACCOUNT DETAILS SHOWN OVERLEAF. PLEASE QUOTE THE ABOVE INVOICE NUMBER ON ALL CORRESPONDENCE.

ANY EXEMPT PART OF THIS SUPPLY IS VAT EXEMPT UNDER
ARTICLE 13B(A), DIRECTIVE 77/388/EC

Marsh Ltd is authorised and regulated by the Financial Services Authority. Marsh Ltd conducts its general insurance activities as set out in the document 'Our Business Principles and Practices'. Full details may be viewed on our website http://www.marsh.co.uk/about/Marsh/principles.asp.html.
VAT Reg. No: 244 2517 76 Registered No: 1507274 England Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU
Marsh & McLennan Companies

NOR DL
NEE934

Scanned to AP 1/31/08
AAC3ANA10

(W)

MARSH

Marsh Global Placement Sda Ltd
Craig Appin House
P.O. Box HM 2444
Hamilton HMJX, Bermuda

Invoice No. 186757

Invoice

503280410

Date: 1/16/08

James P Li
Director, Risk Management
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Received
JAN 31 2008
Shared Services Center

Effective Date	Expiration Date	Client No.
1/01/08	1/01/09	075490

ORIGINAL INVOICE

Policyholder: AMERICAN WATER

ORIGINAL Effective: 1/01/08

Insurer	Policy No	Type of Coverage / Item		Amount
AIG EXCESS LIA	1657257	UMB/EXCESS	PREMIUM	110,000.00
AIG EXCESS LIA	1657254	UMB/EXCESS	PREMIUM	550,000.00
ARCH	URP002443900	UMB/EXCESS	PREMIUM	220,000.00
LEXINGTON INS	6856935	UMB/EXCESS	PREMIUM	130,000.00
ENDURANCE	P008326301	UMB/EXCESS	PREMIUM	110,000.00

REMIT IN: UNITED STATES DOLLARS

Premium is inclusive of 5.00 % commission.

$1,030,339.81

Please indicate Invoice # 186757 on your remittance to:

For US Transfer Instructions Please see reverse - All other currencies, please see attached.

TOTAL: 1,120,000.00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

Scanned to AP 1/31/08
AA03ANA10

5012658

2008 Insurance Paym

Sut

Arizona American Wate
California-American Wa
Hawaii-American Water
Iowa-American Water C
Long Island Water Corp
Maryland-American Wa
Michigan-American Wa
New Mexico-American
Ohio-American Water C
Paradise Valley Water
Tennessee-American W
Texas American
Virginia-American Wate
AMERICAN WATER WO
AMERICAN WATER WO
ILLINOIS-AMERICAN
INDIANA-AMERICAN
KENTUCKY-AMERICAN
MISSOURI AMERICAN
NEW JERSEY-AMERICA
PENNSYLVANIA-AMER
WEST VIRGINIA-AMER
Reg Total

Willis

Willis of Pennsylvania, Inc.
P.O. Box 905432
Charlotte, NC 28290-5432
(610) 984-8700

INVOICE

INVOICE DATE: 09-JAN-2008
INVOICE NO: 0411485

AMERICAN WATER WORKS COMPANY, INC.
ATTN: JIN LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Received
JAN 31 2008
Shared Services Center

DUE DATE
Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427665	001	American Water Works Company, Inc.

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING

SERVICER: Lisa Pelurie PRODUCER: Michael F. Trendler Jr.

REF	BILLING INFORMATION	AMOUNT
01	Transaction: New Policy	
	Eff. Date : 01-JAN-2008	
	Policy : 68039304	
	Description: Fiduciary	
	Period : 01-JAN-2008 to 01-JAN-2009	
	Carrier : Federal Insurance Company	
	In Full : January 2008	
	Premium for Fiduciary	$ 96,000.00
	NJ PLIGA Surcharge	$ 1,536.00
	Total for Reference 01: $ 97,536.00	
	Renewal Premium for Primary Fiduciary Coverage	
	For Your Convenience Funds May Be ACH/Wired To:	
	Suntrust Bank 100 Colony Square Atlanta, GA 30361 Willis of Pennsylvania, Inc Acct# 1000011273884 ABA# 061000104 ***PLEASE REFERENCE INVOICE NUMBER*** **US DOLLAR ACCOUNT ONLY**	

$89,727.87

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT - TOTAL AMOUNT DUE $ 97,536.00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain fees and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurance companies. On October 21, 2010, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2010, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates.

Scanned to AP 1/31/08
AA03ANA10

5012605841 JT

(W)

Willis

Willis of Pennsylvania, Inc.
P.O. Box 905432
Charlotte, NC 28290-5432
(610) 964-8700

INVOICE

INVOICE DATE: 09-JAN-2008
INVOICE NO.: 0411490

AMERICAN WATER WORKS COMPANY, INC.
ATTN: JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Received
JAN 31 2008
Shared Services Center

DUE DATE
Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427863	001	American Water Works Company, Inc.

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING

SERVICER: Lisa Pelurie PRODUCER: Michael F. Trendler Jr.

REF	BILLING INFORMATION	AMOUNT
01	Transaction: New Policy	
	Eff. Date : 01-JAN-2008	
	Policy : 902417902	
	Description: Excess Fiduciary	
	Period : 01-JAN-2008 to 01-JAN-2009	
	Carrier : Zurich American Insurance Company	
	In Full : January 2008	
	Premium for Fiduciary	$ 48,500.00
	NJ PLIGA Surcharge	$ 776.00
	Total for Reference 01 $ 49,276.00	
	Renewal Premium for Excess Fiduciary Coverage	
	For Your Convenience Funds May Be ACH/Wired To:	
	Suntrust Bank 100 Colony Square Atlanta GA 30361 Willis of Pennsylvania, Inc Acct# 1000011273884 ABA# 061000104 ***PLEASE REFERENCE INVOICE NUMBER*** **US DOLLAR ACCOUNT ONLY**	

45331.27

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT — AMOUNT DUE → $ 49,276.00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of [illegible] and services, other parties, such as excess and surplus lines brokers, wholesalers, reinsurers, intermediaries, underwriting managers and similar parties, have or may pay fees to Willis or to [illegible] Willis' corporate parents or affiliates may earn and retain profit and expense commissions for their role in providing insurance products or services to clients under [illegible] separate contracts with insurers or consultants. On October 31, 2001, we announced that we would exit non-life broking services in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 31, 2001, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates.

Scanned to AP 1130X
AA03ANA10

50094718
JT

MARSH

Marsh USA Inc.
New York, NY - 289
(212) 345-6000

Invoice No. 121492

REMITTANCE COPY

Date: 2/16/08

Attn: Jim Li
American Water Works Co , Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No.
1/03/08	1/03/09	602328

Received
JAN 31 2008
Shared Services Center

Policyholder: American Water

ORIGINAL Billing Effective Date: 1/03/08

Insurer	Policy No	Type of Coverage From	Amount
WESTCHESTER	X06585092	MISC SURETY PREMIUM	42,000.00
		REMIT IN: UNITED STATES DOLLARS	
		Principal: American Water Works Company, Inc. Obligee: The Travelers Indemnity Company Bond Amount: $6,000,000.00 Bond Type - Description: Other Financial Guarantee - Premium Deductible Bond Requester: Jim L. Renewal invoice	

Please indicate Invoice # 121492
on your remittance to:

Marsh USA Inc.
New York Office
P.O. Box 19601
Newark, NJ 07195-0601

$38,637.74

TOTAL: 42,000.00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

RETURN THIS COPY WITH YOUR REMITTANCE

50201212
DC

RWE

American Water Company, Inc.
1025 Laurel Oak Road
VOORHEES, NJ 08043
USA

A A03 ARVA10

Group Insurance

Our reference ES
Name Rene Eglink
Telephone 0201 12-26731
Fax 0201 12-26730
E-Mail rene.eglink@rwe.com

Essen, February 29, 2008

Invoice 650002
Liability insurance Premium
7. Excedent

Customer no: 9623-10690
Bordereau no: 700376
Period: 01.01.2008 - 01.01.2009

Inv# 650002 2/29/08

The insurer's documents which we have checked result in the following statement of accounts:

	* EUR *
Invoice	72.904,00
Balance in our favour	72.904,00
Tax included	0.00

Please be so kind as to transfer the specified amount within two weeks to our bank account shown on the bottom.

US Conversion Required

* Place in RVI:
Once Approved
forward to Patty Davis (Cash)
for $ US Conversion *

Received
MAR 12 2008
Center

Scanned to AP 1/31/08
AA-03ANA.10
50094718
JT

MARSH

Marsh USA Inc.
New York, NY - 299
(212) 345-5000

150

Billing No.
220694

Date: 1/08/08

Mr. James P. Li
Director of Risk Management
American Water Works Co , Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No.
12/31/07	12/31/08	502328

Received
JAN 31 2008
Shared Services Center

$4,756,221.08

Policyholder: AMER WATER WOR

ORIGINAL Billing Effective Date: 12/31/07

Insurer	Policy No	Type of Coverage / Item	Amount
NATIONAL UNION	3190707	PROP/ALL RISK PREMIUM	1,299,275.00
NJ #1338,14	KY-418.26 FL-20,00	PROP/ALL RISK SURCHARGE	7,727.60
	GA-Nationwide 5 Vicinity	PROP/ALL RISK SURCHARGE	11,000.00
LEXINGTON INS	4273299	PROP/ALL RISK PREMIUM	1,786,675.00
	@ALL OTHER JURISDICTIONS	PROP/ALL RISK SURCHARGE	60,000.00
		PROP/ALL RISK SURPLUS LN TAX	258.10
		PROP/ALL RISK SURPLUS LN TAX	4,040.13
		PROP/ALL RISK STAMPING FEE	269.34
		PROP/ALL RISK SURPLUS LN TAX	2,764.35
		PROP/ALL RISK STAMPING FEE	115.10
		PROP/ALL RISK SURPLUS LN TAX	5,656.00
		PROP/ALL RISK STAMPING FEE	866.00
		PROP/ALL RISK SURPLUS LN TAX	212.53
		PROP/ALL RISK SURPLUS LN TAX	949.95
		PROP/ALL RISK STAMPING FEE	474.97
		PROP/ALL RISK SURPLUS LN TAX	1,137.73
		PROP/ALL RISK STAMPING FEE	445.66
		PROP/ALL RISK SURPLUS LN TAX	110.62
		PROP/ALL RISK SURPLUS LN TAX	11,356.23

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

Willis

Willis of Pennsylvania, Inc.
P.O. Box 905432
Charlotte, NC 28290-5432
(610) 964-8700

5012684
JT

INVOICE

INVOICE DATE: 11-FEB-2008
INVOICE NO: 0412195

AMERICAN WATER WORKS COMPANY, INC.
ATTN: JIM LI
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

AA03ANA10

Regulated Portion

DUE DATE: Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
427663	001	American Water Works Company, Inc.

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING
SERVICER: Lisa Pelurie PRODUCER: Michael F. Trendler Jr.

REF	BILLING INFORMATION	AMOUNT
01	Transaction: Policy Renewal	
	Eff. Date : 01-FEB-2008	
	Policy : V15K5P08PNTE	
	Description: Employment Practices Liab	
	Period : 01-FEB-2008 to 01-FEB-2009	
	Carrier : Beazley Insurance Company, Inc	
	In Full : February 2008	
	Premium for Employment Practices Liability	$ 140,000.00
	NJ Surcharge	$ 1,960.00
	Total for Reference 01 $ 141,960.00	
	Renewal Premium for EPLI Coverage	
	For Your Convenience Funds May Be ACH/Wired To:	
	Suntrust Bank 100 Colony Square Atlanta, GA 30361 Willis of Pennsylvania, Inc Acct# 1000011273884 ABA# 061000104 ***PLEASE REFERENCE INVOICE NUMBER*** **US DOLLAR ACCOUNT ONLY**	

Received
FEB 22 2008
Shared Services Center

$130,595.57

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT — AMOUNT DUE $ 141,960.00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insureds for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties some of which may be owned in whole or in part by Willis' corporate parents or affiliates, may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 31, 2004, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 31, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates.

500947 18
JT
"45y"

MARSH

Marsh USA Inc.
New York, NY - 299
(212) 345-6000

A A03ATVA10

ORIGINAL INVOICE

Invoice No: 125383

Date: 2/13/08

Mr James P Li
Director of Risk Management
American Water Works Co , Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Effective Date	Expiration Date	Client No
4/13/08	4/13/11	602328

Policyholder: AMER WATER WOR

ORIGINAL Billing Effective Date: 4/13/08

Reg. Portion

Insurer	Policy No	Type of Coverage / Item	Amount
FEDERAL INS	6477-45-17	BUS TRAVEL PREMIUM	17,504 00

REMIT IN: UNITED STATES DOLLARS

Business Travel AD&D Insurance
Three-Year Prepaid Premium
Cleary/cyg

Received
MAR 03 2008
Shared Services Center

16,102.74

Please indicate Invoice # 125383
on your remittance to:

Marsh USA Inc.
New York Office
P.O. Box 19601
Newark, NJ 07195-0601

TOTAL: 17,504.00

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law

WATER COMPANY
COMMON POLICY DECLARATIONS
ISSUE DATE: 01/18/07

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
AMERICAN WATER WORKS COMPANY
INC. AS PER END IL T3 40 03 95
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

2. POLICY PERIOD: From 01/01/07 to 01/01/08 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

*AMS BINDER BILLED # 221111

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:
Provisional Premium $
Due at Inception $
Due at Each $

NAME AND ADDRESS OF AGENT OR BROKER:
MARSH USA-NYC (NA026)
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

COUNTERSIGNED BY:

Authorized Representative

DATE:

IL TO 02 11 89 PAGE 1 OF 1
OFFICE: HARTFORD

004824

Marsh New York
Policy/Endorsement Reviewed

Document requires corrections. Yes ( ) No (✓)

If yes, client notified. Date _____

AR: DEVINE Charles (Reviewed-Print Full Name) Date 1/30/07

AE: _____ (Approved-Print Full Name) Date _____

All corrections have been made.

AR: _____ (Reviewed-Print Full Name) Date _____

TRAVELERS

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 01-18-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 06 03	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 40 03 95	BROADENED NAMED INSURED ENDORSEMENT
IL T8 04	CANCELLATION BY US
IL T8 25	GENERAL PURPOSE ENDORSEMENT

COMMERCIAL AUTOMOBILE

CA T0 01 01 04	BUSINESS AUTO COV PART ITEMS 1, 2
CA T0 03 04 05	BUSINESS AUTO COV PART ITEMS 4, 5
CA F0 56 09 05	DEDUCTIBLE ENDORSEMENT-NEW JERSEY
CA F0 57 12 05	DEDUCTIBLE END-CALIFORNIA
CA T3 07 09 05	DEDUCTIBLE INSURANCE
CA T3 90 09 02	AUTOMOBILE DEDUCTIBLE INSURANCE
CA T4 06 02 05	DEDUCTIBLE INSURANCE
CA T4 06 09 05	DEDUCTIBLE INSURANCE
CA T0 30 01 04	BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA T0 31 01 04	TABLE OF CONTENTS-BUSINESS AUTO COVFORM
CA 00 01 01 87	BUSINESS AUTO COVERAGE FORM
CA 00 01 10 01	BUSINESS AUTO COVERAGE FORM
CA 00 29 12 88	CHNGS IN BUS AUTO &TRUCK-INSD CONTRACT
MM 99 11 09 02	MASSACHUSETTS MANDATORY END
MCS 90	MCS-90 MOTOR CARRIER - PUBLIC LIAB
CA F0 33 06 05	OREGON AMENDATORY ENDORSEMENT
CA F0 44 06 05	KANSAS AMENDATORY ENDORSEMENT
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA T9 94 01 04	NY CHGS-BUS AUTO,PHYS DMG,MOT CAR,TRKS
CA 01 03 08 99	LOUISIANA CHANGES
CA 01 07 10 97	CONNECTICUT CHANGES
CA 01 09 10 04	GEORGIA CHANGES
CA 01 10 10 01	MICHIGAN CHANGES
CA 01 11 01 05	NEW HAMPSHIRE CHANGES IN POLICY
CA 01 13 11 04	COLORADO CHANGES
CA 01 14 01 98	PUERTO RICO CHANGES
CA 01 16 03 04	VA CHANGES-BUSINESS AUTO COVERAGE FORM
CA 01 17 10 97	WISCONSIN CHANGES
CA 01 18 11 00	IDAHO CHANGES
CA 01 19 10 01	INDIANA CHANGES
CA 01 20 06 03	ILLINOIS CHANGES
CA 01 22 10 01	KANSAS CHANGES
CA 01 23 07 04	SOUTH DAKOTA CHANGES
CA 01 25 12 02	KENTUCKY CHANGES

Policy listing

COMMERCIAL AUTOMOBILE (CONTINUED)

CA	01 26 03 01	NORTH CAROLINA CHANGES
CA	01 27 09 02	HAWAII CHANGES
CA	01 28 02 03	FLORIDA CHANGES
CA	01 29 03 94	VERMONT CHANGES
CA	01 32 03 94	OKLAHOMA CHANGES
CA	01 34 02 03	MAINE CHANGES
CA	01 35 08 03	WASHINGTON CHANGES
CA	01 36 10 01	NEVADA CHANGES
CA	01 38 06 00	MINNESOTA CHANGES
CA	01 39 12 01	NEW MEXICO CHANGES
CA	01 40 09 94	DISTRICT OF COLUMBIA CHANGES
CA	01 43 02 97	CALIFORNIA CHANGES
CA	01 44 03 94	WYOMING CHANGES-DUTY TO DEFEND
CA	01 46 07 01	TENNESSEE CHANGES
CA	01 48 03 04	RHODE ISLAND CHANGES
CA	01 49 01 04	OREGON CHANGES
CA	01 50 05 02	SOUTH CAROLINA CHANGES
CA	01 56 08 95	NEBRASKA CHANGES
CA	01 59 06 05	UTAH CHANGES
CA	01 60 02 03	IOWA CHANGES
CA	01 61 10 97	NORTH DAKOTA CHANGES
CA	01 62 02 02	ARKANSAS CHANGES
CA	01 65 10 06	MISSOURI CHANGES
CA	01 66 10 01	MISSOURI CHANGES - POLLUTION EXCLUSION
CA	01 70 06 05	MARYLAND CHANGES
CA	01 75 07 04	ARIZONA CHANGES
CA	01 77 03 94	DELAWARE CHANGES
CA	01 78 05 96	LA CHANGES COV EXTENSION-RENTAL VEHS
CA	01 79 10 97	ALASKA CHANGES
CA	01 80 09 97	PENNSYLVANIA CHANGES
CA	01 83 09 02	WEST VIRGINIA CHANGES
CA	01 84 09 95	NJ CHANGES-PHYSICAL DAMAGE INSPECTION
CA	01 85 03 94	VERMONT CHANGES - POLLUTION
CA	01 88 03 99	NEW JERSEY CHANGES
CA	01 89 03 94	WV CHNGS-COV EXT FOR TEMP SUBST AUTOS
CA	01 96 09 04	TEXAS CHANGES
CA	02 01 12 99	HI CHANGES-CANCELLATION AND NONRENEWAL
CA	02 68 12 05	VA CHANGES-CANCELLATION AND NONRENEWAL
CA	20 01 10 01	LESSOR-ADDITIONAL INSURED AND LOSS PAYEE
CA	21 03 11 01	WISCONSIN UNINSURED MOTORIST COVERAGE
CA	21 05 02 06	OREGON UM COVERAGE-BODILY INJURY
CA	21 07 12 93	SPLIT UM COVERAGE LIMITS
CA	21 13 04 01	MARYLAND UM COVERAGE
CA	21 14 01 04	NEW JERSEY UM AND UNDM COVERAGE
CA	21 17 12 90	UNINSURED MOTORISTS COVERAGE
CA	21 18 11 04	OKLAHOMA UM COVERAGE
CA	21 19 08 01	SOUTH CAROLINA UM COVERAGE
CA	21 21 11 02	UNINSURED MOTORISTS END (VIRGINIA)
CA	21 22 10 02	WV UNINSURED & UNDERINSURED MOTORIST COV
CA	21 24 06 01	MINNESOTA UM & UIM COVERAGE

COMMERCIAL AUTOMOBILE (CONTINUED)

CA 21 30 09 04	ILLINOIS UNINSURED MOTORISTS COVERAGE
CA 21 37 04 01	KANSAS UNINSURED MOTORISTS COVERAGE
CA 21 41 10 04	SOUTH DAKOTA UM UIM COVERAGE
CA 21 43 01 03	RI UNINSURED MOTORISTS COVERAGE
CA 21 49 04 01	DISTRICT OF COLUMBIA UM COVERAGE
CA 21 57 08 03	CT UNINSURED & UNDERINSURED MOTORIST COV
CA 21 63 01 06	VERMONT UNINSURED MOTORISTS COVERAGE
CA 21 70 01 02	NEBRASKA UM & UIM MOTORIST COV
CA 21 74 10 05	MAINE UNINSURED MOTORISTS COVERAGE
CA 21 83 07 01	NORTH DAKOTA UM COVERAGE
CA 21 86 07 01	NORTH DAKOTA UIM COVERAGE
CA 21 87 01 04	OR UM COV-PD (PRIVATE PASSENGER TYPES)
CA 21 98 05 91	PUERTO RICO SPLIT UM COVERAGE
CA 22 08 11 97	DELAWARE PIP END
CA 22 10 07 04	FLORIDA PIP
CA 22 14 10 97	KANSAS PIP
CA 22 16 11 00	KENTUCKY PERSONAL INJURY PROTECTION
CA 22 19 10 98	MARYLAND PIP END
CA 22 20 04 05	MICHIGAN PIP
CA 22 24 09 94	MICHIGAN PROPERTY PROTECTION END
CA 22 25 06 00	MINNESOTA PERSONAL INJURY PROTECTION
CA 22 30 06 01	NEW JERSEY PERSONAL INJURY PROTECTION
CA 22 32 07 02	NY MANDATORY PERSONAL INJURY PROTECTION
CA 22 34 12 05	NORTH DAKOTA PERSONAL INJURY PROTECTION
CA 22 36 02 06	OREGON PERSONAL INJURY PROTECTION
CA 22 37 03 95	PA BASIC FIRST PARTY BENEFITS
CA 22 44 03 99	UTAH PIP
CA 22 49 04 92	NY EXCL OF MED. EXP FROM MANDATORY PIP
CA 22 64 02 01	TEXAS PERSONAL INJURY PROTECTION ENDT
CA 22 65 10 04	HAWAII PERSONAL INJURY PROTECTION COV
CA 31 02 03 94	WEST VIRGINIA SPLIT UM & UIM COV
CA 31 07 11 98	NY SUPPLEMENTARY UM ENDORSEMENT
CA 31 08 11 98	NY SPLIT SUPPLEMENTARY UM LIMITS
CA 31 13 09 96	UNINSURED MOTORISTS ENDORSEMENT-NEW YORK
CA 31 26 01 05	NEW HAMPSHIRE UNINSURED MOTORISTS COV
CA 99 10 09 02	DRIVE OTHER CAR-BROAD COV /NAMED INDIV
CA 99 16 12 93	HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA 99 33 12 93	EMPLOYEES AS INSUREDS
CA 99 48 09 02	POLLUTION LIAB-BROADENED COV FOR AUTO
CA 99 48 10 01	POLLUTION LIAB-BROADENED COV FOR AUTO
CA 99 95 12 01	TEXAS SUPPLEMENTARY DEATH BENEFIT
MM 99 67 09 98	MASSACHUSETTS CHANGES
CA T3 01 02 99	ADDITIONAL INSURED
CA T3 40 02 99	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 40 09 99	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 52 01 04	CHANGES IN POLICY-FELLOW EMPLOYEE COV
CA T3 53 01 04	BUSINESS AUTO COVERAGE EXTENSION FORM
CA T3 70 10 96	AMENDMENT OF NOTICE REQUIREMENT
CA T3 94 01 04	EMPLOYEE AS INSUREDS
CA T9 42 01 04	HAWAII CHANGES-LEASED AUTO DEFINITION

COMMERCIAL AUTOMOBILE (CONTINUED)

CA T9 48 02 99	NEW JERSEY TORT THRESHOLD OPTIONS
CA T9 59 02 99	CHNGS IN BUS AUTO, GAR &TRUCK-AUDIT NY
CA T9 60 06 05	BUS AUTO COVERAGE EXTENSION FORM-NY
18230	UNIFORM MOTOR CARRIER END-18230- FORM F
CA F0 51 03 01	TX CHANGES-CANCELLATION AND NONRENEWAL
CA 02 15 11 00	MARYLAND CANCELLATION CHANGES
CA 02 18 06 00	MN CHANGES-CANCELLATION & NONRENEWAL
CA 02 20 10 03	MT CHANGES-CANCELLATION & NONRENEWAL
CA 02 21 09 99	NEBRASKA CHANGES-CANCELLATION
CA 02 25 06 99	NEW YORK CHANGES - CANCELLATION
CA 02 30 06 99	SOUTH CAROLINA CHANGES-CANCELLATION
CA 02 50 02 99	NEW MEXICO CANCELLATION CHANGES
CA 02 52 03 94	WEST VIRGINIA CHANGES-CANCELLATION
CA 02 62 12 02	NH CHANGES-CANCELLATION AND NONRENEWAL
CA 02 63 06 97	DC CHANGES-CANCELLATION AND NONRENEWAL
CA 02 65 02 96	KS CHANGES-CANCELLATION AND NONRENEWAL
CA 02 67 10 94	FL CHANGES-CANCELLATION AND NONRENEWAL
CA 02 70 08 94	IL CHANGES-CANCELLATION AND NONRENEWAL
CA 02 73 03 04	RI CHANGES- CANCELLATION AND NONRENEWAL
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS
CA T3 25 02 99	NOTICE OF CANCELLATION
CA T8 00	STATE APPLICABILITY
CA T8 01	EXCLUSION-ALL POLLUTION-DESIGNATED ENTIT
CA T8 02	AMENDMENT OF DEFINITIONS
CA T8 03	AMENDMENT OF PUNITIVE DAMAGES EXCLUSION
CA T8 07	DEDUCTIBLE INSURANCE
CA T8 08	ADDITIONAL INSURED
CA T8 09	LESSOR - ADDITIONAL INSURED AND LOSS PAY
CA T8 10	CALIFORNIA - DEDUCTIBLE ENDORSEMENT
CA T8 11	NEW JERSEY - DEDUCTIBLE ENDORSEMENT
CA T3 18 02 99	EXCLUSION-AUTOS IN CANADA
CA T9 38 01 04	HI CHANGES- POLLUTION EXCLUSION
CA F0 14 01 04	AMENDATORY ENDORSEMENT VIRGINIA

INTERLINE ENDORSEMENTS

IL 00 21 04 98	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 05 04	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 06 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 07 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 24 01 99	COMPULSORY LIABILITY INSURANCE POLICY
IL 01 09 02 06	VERMONT CHANGES - CIVIL UNION
IL 01 10 07 01	NV CHANGES-CONCEALMENT,MISREP OR FRAUD
IL 01 14 11 06	WYOMING CHANGES-DEFENSE COSTS
IL 01 21 06 03	AK CHANGES-ATTORNEY'S FEES
IL 01 36 05 04	MANDATORY PREM & COV CONDITIONS ENDT-PR
IL 01 40 11 05	CONNECTICUT CHANGES - CIVIL UNION

TRAVELERS

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 01-18-07

INTERLINE ENDORSEMENTS (CONTINUED)

IL 01 56 07 02	IN CHANGES CONCEAL MISREPRESENT OR FRAUD
IL 01 58 04 98	IN CHANGES
IL 01 62 04 06	ILLINOIS CHANGES - DEFENSE COSTS
IL 01 65 07 02	ND CHANGES-EXAM OF YOUR & RECORDS
IL 01 67 07 02	MT CHANGES-CONFORMITY WITH STATUES
IL 01 69 07 02	CO CHANGES CONCEAL MISREP OR FRAUD
IL 01 70 07 02	VT CHANGES CONCEAL MISREPRESENT OR FRAUD
IL 01 76 07 02	ALASKA CHANGES-APPRAISAL
IL 01 79 10 02	OKLAHOMA NOTICE
IL 01 80 07 02	MT CHANGES-CONCEAL, MISREPRESENT, FRAUD
IL 01 83 04 98	NEW YORK CHANGES - FRAUD
IL 01 84 07 02	SOUTH DAKOTA CHANGES-APPRAISAL
IL 01 85 07 02	NEW YORK CHANGES-CALCULATION OF PREMIUM
IL 01 87 04 98	NH CHGS-CONCEALMENT/MISREPRESENT/FRAUD
IL 01 89 07 02	ME CHGS-CONCEALMENT,MISREPRESENT,FRAUD
IL 01 98 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 02 04 11 06	IDAHO CHANGES-CANCELLATION/NONRENEWAL
IL 02 08 12 05	NJ CHANGES-CANCELLATION AND NONRENEWAL
IL 02 19 07 02	VT CHANGES - CANCELLATION & NONRENEWAL
IL 02 28 04 06	CO CHANGES-CANCELLATION AND NONRENEWAL
IL 02 31 02 07	AR CHANGES-CANCELLATION AND NONRENEWAL
IL 02 32 09 02	SOUTH DAKOTA CHANGES-CANCELLATION
IL 02 34 12 03	ND CHANGES-CANCELLATION AND NONRENEWAL
IL 02 36 10 06	OK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 44 11 05	OHIO CHANGES-CANCELLATION & NONRENEWAL
IL 02 46 07 02	PA CHANGES-CANCELLATION & NONRENEWAL
IL 02 47 07 02	ME CHANGES-CANCELLATION AND NONRENEWAL
IL 02 50 07 02	TN CHANGES-CANCELLATION & NONRENEWAL
IL 02 51 02 04	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 52 10 05	WY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 60 07 05	CT CHANGES-CANCELLATION & NONRENEWAL
IL 02 62 07 02	GA CHANGES-CANCELLATION & NONRENEWAL
IL 02 63 07 02	KY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 66 07 02	UT CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 11 04	CA CHANGES-CANCELLATION & NON-RENEWAL
IL 02 72 07 02	IN CHANGES-CANCELLATION & NONRENEWAL
IL 02 76 07 02	IA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 77 05 05	LA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 79 01 06	OR CHANGES-CANCELLATION AND NONRENEWAL
IL 02 80 06 03	AK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 82 12 06	MS CHANGES-CANCELLATION AND NONRENEWAL
IL 02 83 07 02	WI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 86 07 02	MI CHANGES-CANCELLATION AND NONRENEWAL
IL 09 01 01 98	COMPULSORY LIAB INSURANCE POLICY NOTICE
IL 09 09 03 98	ARKANSAS NOTICE
IL 09 10 07 02	PENNSYLVANIA NOTICE
IL 09 13 04 98	INSURANCE INSPCTN SERV EXEMPT FROM LIAB
IL T3 05 12 99	INSURER AMENDMENT END
IL T9 11 01 89	NH-CHANGES

TRAVELERS

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 01-18-07

CA T5 06 06 98	ENDORSEMENT TO LIABILITY INSURANCE POLICY
CA T5 06 06 98	ENDORSEMENT TO LIABILITY INSURANCE POLICY
DMV 67 MCP	MOTOR CARRIERS OF PROPERTY BI & PD LIAB
MCS 90	MOTOR CARRIERS POLICIES OF INSURANCE FOR PUBLIC LIAB
MCS 90	MOTOR CARRIERS POLICIES OF INSURANCE FOR PUBLIC LIAB

POLICYHOLDER NOTICES

PN CA 36 09 05 CA AUTO BODY REPAIR CONS BILL OF RIGHTS

POLICY OVERPRINT PAGE 1 OF 1

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

RATER: DM80 ISSUE DATE: 01/18/07

WATER COMPANY

EFFECTIVE DATE: 01/01/07
EXPIRATION DATE: 01/01/08

INSUREDS NAME: AMERICAN WATER WORKS COMPANY
INC. AS PER END IL T3 40 03 95

NEW/RENEWAL: R

SOLICITOR CODE:

SAI: 2996L1020

MSI:

RATING MODE: G

SPECIAL CODE:

PROGRAM CODE: 999

FEDERAL TAX ID: 510063696

PAYMODE: X

AUDIT FREQUENCY: A

RESPONSIBILITY: S

WATCH FILE: W

SURVEY CODE: 2

REINSURANCE: N

AUTO FILINGS: N

OFFICE: HARTFORD 084
PRODUCER NAME: MARSH USA-NYC NA026

004828

TRAVELERS

PREMIUM SPLIT FORM PAGE 1 OF 1

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

RATER: DM80 ISSUE DATE: 01/18/07

COMM NC	ITEM PREM	COMM ITEM	COMM ITEM	COMM ITEM

OFFICE: HARTFORD 084

PRODUCER NAME: MARSH USA-NYC NA026

004829

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

004830

Common Policy Conditions

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, Travelers agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Common Policy Declarations by our authorized representative.

The Travelers Indemnity Company (IND)
The Phoenix Insurance Company (PHX)
The Charter Oak Fire Insurance Company (COF)
Travelers Property Casualty Company of America (TIL)
The Travelers Indemnity Company of Connecticut (TCT)
The Travelers Indemnity Company of America (TIA)

General Counsel & Secretary

Chairman of the Board & Chief Executive Officer

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, with its permission.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07 ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM - COMPOSITE RATES

A. SCHEDULE

1. This endorsement modifies insurance provided under the following Coverage Part(s):

   COMMERCIAL AUTO COVERAGE PART

2. This endorsement applies to the Declarations from 01-01-07 to 01-01-08 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.
3. Definition of Premium Base (Bases):

   POWER UNIT

4. Exceptions (if any) to compositing of premium calculation:

5. Premium Schedule

COVERAGE	PREMIUM BASE	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
SEE ENDT IL T8 25				$

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

B. PROVISIONS

1. Referring to the Schedule above, the premium for the Coverage Parts shown in item 1, except with respect to any exceptions shown in item 3, shall be computed in accordance with the premium base (bases) and rate (rates) designated in item 5.
2. The premium for the excepted hazards shall be computed in accordance with the rates and rules filed by us or on our behalf.
3. The advance premium stated above is an estimated premium for the Declarations Period. Upon termination of this period, the earned premium shall be computed in accordance with the policy and this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us; if less, we shall return to you the unearned paid portion. Rates and premiums for any subsequent Declarations Periods shall be determined at the inception date of those respective periods and shall be specified in endorsements to be added to the policy. After termination of each period, the earned premium shall be computed in accordance with the policy and this endorsement.

004832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

The Named Insured in Item **1.** of the Declarations is as follows:

The organization named in item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy.

Copyright, The Travelers Indemnity Company, 1994

CANCELLATION BY US

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	NUMBER OF DAYS NOTICE:90
WHEN WE DO NOT RENEW (NONRENEWAL)	NUMBER OF DAYS NOTICE:AS PER STATE STATUTES

PROVISIONS:

A. FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NONPAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION, AS PROVIDED IN THE CONDITIONS SECTION OF THIS INSURANCE, OR AS AMENDED BY ANY APPLICABLE STATE CANCELLATION ENDORSEMENT APPLICABLE TO THIS INSURANCE, IS INCREASED TO THE NUMBER OF DAYS SHOWN IN THE SCHEDULE ABOVE.

B. WE WILL ENDEAVOR TO MAIL OR DELIVER WRITTEN NOTICE TO THE FIRST NAMED INSURED'S LAST KNOWN MAILING ADDRESS UNLESS OTHERWISE NOTED IN THE MAILING SCHEDULE BELOW.

MAILING SCHEDULE:

004833

POLICY NUMBER TC2J-CAP-260T329-8-TIL-07
ISSUE DATE: 01/18/07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM - COMPOSITE RATE(S)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE PART

A. SCHEDULE, 5. PREMIUM SCHEDULE TO READ:

COVERAGE	PREMIUM BASIS	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
LIABILITY CODE 4594	POWER UNIT	3740	112.032	$419,000

Symbol No IL T8 25

PRODUCER MARSH USA-NYC

OFFICE 084

COMMERCIAL AUTOMOBILE

004834

COMMERCIAL AUTOMOBILE

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 01-18-07 DM

ITEM ONE: Policy Number: TC2J-CAP-260T3298-TIL-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Declarations Period: From: 01-01-07 to 01-01-08 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Automobile Coverage Part consists of these Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: CORPORATION

ITEM TWO:
A. COVERAGE AND LIMITS OF INSURANCE:

Coverage applies only to those Autos shown as Covered Autos by entry of one or more Symbols from SECTION 1 - Covered Auto of the BUSINESS AUTO COVERAGE FORM

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
		The most we will pay for any one accident or loss.
LIABILITY	1	$ 1,000,000
COMPULSORY BODILY INJURY (Massachusetts Only)	1	$20,000 EACH PERSON $40,000 EACH ACCIDENT
PERSONAL INJURY PROTECTION (No Fault)	5	Separately stated in each PIP endorsement minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN.
PERSONAL INJURY PROTECTION (Massachusetts Only)	5	$8,000
PROPERTY PROTECTION (COVERAGE) (Michigan Only)	5	Separately stated in the Endorsement Minus $ 0 deductible.

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 01-18-07 DM

Policy Number: TC2J-CAP-260T3298-TIL-07

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
UNINSURED MOTORISTS	2	SEE CA TO 30
NY SUM	2	SEE CA TO 30 The maximum amount payable under SUM coverage shall be the policy SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	2	SEE CA TO 30

B. AUDIT PERIOD: ANNUAL

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:
Symbols 1-9: SEE BUSINESS AUTO COVERAGE FORM Section 1 Covered Autos

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 01-18-07 DM

Policy Number: TC2J-CAP-260T3298-TIL-07

D. LOSS PAYABLE CLAUSE

1. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.

2. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.

3. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

4. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER	LOSS PAYEE (Name and Address)

BUSINESS AUTO
COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-CAP-260T3298-TIL-07
ISSUE DATE: 01-18-07

ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liab . Cov. is primary)	PREMIUM
	$ SEE IL T3 02	$	$	$ INCL
			TOTAL PREMIUM	$ INCL

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	$	$	$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	$	$	$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO.	$	$	$
			TOTAL PREMIUM	$

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	SEE IL T3 02	$ INCL
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
		TOTAL PREMIUM	$ INCL

PRODUCER OFFICE

 Copyright, 2005. The St. Paul Travelers Companies. All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT – NEW JERSEY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), and "loss" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.

2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) and "loss". "Allocated Loss Adjustment Expense" and "Unallocated Loss Adjustment Expense" are not included in the Deductible Amount.

3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of "suits" and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.

4. **a.** We will pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", incurred by other insurers, or any other entity.

5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:

a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.

b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

(1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;

(2) Expert medical or other testimony;

(3) Autopsy;

(4) Witnesses and summonses;

(5) Copies of documents such as birth and death certificates and medical treatment records;

© 2005 The St. Paul Travelers Companies, Inc.

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), and "loss" within the Deductible Amount as stated in the Schedule to this endorsement. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for Claim Handling "ULAE" and Charges other than Claim Handling "ULAE" pursuant to the options selected by you and so specified in the Schedule to this endorsement. "Unallocated Loss Adjustment Expense(s)" (or "ULAE(s)") means our claim expense costs which cannot be directly allocated to a particular claim or "suit". These expenses are not subject to the Deductible Amount. In addition, these expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.

SCHEDULE

SEE ENDT CA T8 11 01 07

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT – CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.
2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of "suits" and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.
4. **a.** We will pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:

   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.

   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

   (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;

   (2) Expert medical or other testimony;

   (3) Autopsy;

   (4) Witnesses and summonses;

© 2005 The St. Paul Travelers Companies, Inc.

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.

© 2005 The St. Paul Travelers Companies, Inc.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

SCHEDULE

SEE ENDT CA T8 10 01 07

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.
2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of "suits" and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:

   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.

   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;

      (2) Expert medical or other testimony;

      (3) Autopsy;

      (4) Witnesses and summonses;

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

SCHEDULE

(For purposes of this Schedule only, "first party benefit(s)" shall mean uninsured and/or underinsured motorists benefits, and/or personal injury protection benefits or no fault benefits, and/or medical payments benefits)

SEE ENDT CA T8 07 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE DEDUCTIBLE INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION III. C. LIMIT OF INSURANCE AND DEDUCTIBLE and SECTION IV. D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier Coverage forms are amended to include the following provisions:

1. Our obligation to pay damages, "covered pollution cost or expense", "loss" and "Allocated Loss Adjustment Expense(s)" under this policy on behalf of the "insured", applies only to the amount of damages, "covered pollution cost or expense", "loss" and "Allocated Loss Adjustment Expense(s)" which are in excess of the deductible amounts stated in the schedule below.
2. The deductible amount applies to all damages, "covered pollution cost or expense", "loss" and/or "Allocated Loss Adjustment Expense(s)" incurred as the result of any one "accident" or "loss" for any automobile coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the deductible amounts.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and you shall reimburse us for such part of the deductible amount as we have paid.
5. "Allocated Loss Adjustment Expense(s)" (or ALAE) encompass the following costs of a carrier which can be directly allocated to a particular claim:
   a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;
      (5) Copies of documents such as birth and death certificates, and medical treatment records;
      (6) Arbitration fees;
      (7) Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;
      (8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim.
      (9) Appeal bond costs and appeal filing fees.
   c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
      (1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills,

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

medical or vocational rehabilitation vendor bills.

(2) Hospital and other treatment utilization reviews, including precertification/preadmission, concurrent or retrospective reviews.

(3) Preferred Provider Network/Organization expenses.

(4) Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

e. The following Supplementary Payments:

(1) Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(2) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(3) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $100 a day because of time off from work.

(4) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

The following shall not be included as "Allocated Loss Adjustment Expense(s)";

a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys, (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

c. Expenses which are defined as either an indemnity or medical loss.

6. The applicable limits of insurance shall be reduced by the amount of any damages or "covered pollution cost or expense" or "loss" within the deductible amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting there from shall be apportioned among all interests in the ratio of their respective recoveries.

8. The aggregate deductible limit stated in Item 4. of the Schedule is the most you must reimburse us for the sum of all damages within the Deductible Amount, including "covered pollution cost or expense", "loss" and ALAE as stated in Items 1., 2. and 3. of the Schedule (depending on the option selected by you.) The aggregate will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The aggregate deductible limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified on Item 4. of the Schedule of the deductible endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. As an alternative to an aggregate deductible limit for automobile coverage, you may agree to a multiple line/multiple policy maximum loss content. Under this arrangement the maximum amount of payments (including or excluding ALAE as stated in Items 1., 2. or 3. of the Schedule) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 6. of the Schedule on the deductible endorsement, shall be limited to the amount specified as the maximum loss content in that Schedule. The maximum loss content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

standard premium, if so specified on Item 6. of the Schedule of the deductible endorsement, subject to a negotiated minimum Maximum Loss Content.

10. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions.

SCHEDULE

1. Deductible Amount for all coverages excluding Physical Damage $ $500,000 Each Accident applies: (option that applies is indicated by "X")
   - **a.** ☐ To combined damages (including "covered pollution cost or expense") and ALAE; or
   - **b.** ☐ Separately to damages (including "covered pollution cost or expense"), and ALAE; or
   - **c.** ☐ To damages (including "covered pollution cost or expense") only. You will reimburse us for the total amount of ALAE if the amount of damages (including "covered pollution cost or expense") is equal to or less than the deductible amount. If the amount of damages (including "covered pollution cost or expense") is greater than the deductible amount, the ALAE amount which will be reimbursable by you will be a proportionate share calculated by dividing the deductible amount by the amount of total damages (including "covered pollution cost or expense") payable under the Policy and then multiplying the ALAE amount by that percentage; or
   - **d.** ☒ To damages (including "covered pollution cost or expense") only, with ALAE reimbursed by you for the total amount of expense regardless of the deductible amount(s).
2. Physical Damage Deductible Amount $_____ Each "Loss" applies: (option that applies is indicated by "X")
   - **a.** ☐ To combined "loss" and ALAE; or
   - **b.** ☐ Separately to "loss", and ALAE; or
   - **c.** ☐ To "loss" only. You will reimburse us for the total amount of ALAE if the amount of "loss" is equal to or less than the deductible amount. If the amount of "loss" is greater than the deductible amount, the ALAE amount which will be reimbursable by you will be a proportionate share calculated by dividing the deductible amount by the amount of total "loss" payable under the Policy and then multiplying the ALAE amount by that percentage; or
   - **d.** ☐ To "loss" only, with ALAE reimbursed by you for the total amount of expense regardless of the deductible amount(s).
3 Deductible Amount for all coverages $_____ Each Accident or "Loss" applies: (option that applies is indicated by "X")
   - **a.** ☐ To combined damages (including "covered pollution cost or expense"), "loss" and ALAE; or
   - **b.** ☐ To combined damages (including "covered pollution cost or expense") and "loss", separately to ALAE; or
   - **c.** ☐ To combined damages (including "covered pollution cost or expense") and "loss". You will reimburse us for the total amount of ALAE if the amount of damages (including "covered pollution cost or expense") and "loss" is equal to or less than the deductible amount. If the amount of damages (including "covered pollution cost or expense") and "loss" is greater than the deductible amount, the ALAE amount which will be reimburseable by you will be a proportionate share calculated by dividing the deductible amount by the amount of total damages (including "covered pollution cost or expense") and "loss" payable under the Policy and then multiplying the ALAE amount by that percentage; or
   - **d.** ☐ To combined damages (including "covered pollution cost or expense") and "loss", with ALAE reimbursed by you for the total amount of expense regardless of the deductible amount(s).

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

4. Aggregate Deductible Limit $_____. It is adjusted based on: (option that applies is indicated by "X")

   a. ☐ Negotiated rate of _____ (enter rate) per _____ (enter exposure base)

      But in no event less than $ _____ (dollar amount), or

   b. ☐ Negotiated percentage of Standard Premium _____ (enter percentage of Standard Premium)

      But in no event less than $ _____ (dollar amount); or

   c. ☒ No Aggregate Deductible Limit applies.

5. Claims Handling and other associated expenses:

   a. Claim Handling (excluding Physical Damage) is (options that apply are indicated by "X")

      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____; or

      ii. ☒ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ $ 600 ; or

      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____.

   b. Physical Damage Claim Handling is (options that apply are indicated by "X")

      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____; or

      ii. ☐ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ _____; or

      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____.

   c. Charges other than Claim Handling are: (option that applies is indicated by "X")

      i. ☒ reimbursed by you at a rate of $112.032 times exposure base of _____
      per _____ ; or

      ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

6. Maximum Loss Content (Applicable only if 4.c. of this schedule is selected) (option that applies is indicated by "X")

   a. ☒ Negotiated rate of 9.5322 (enter rate) per _____ (enter exposure base)

      But in no event less than $ $23,266,116 (dollar amount), or

   b. ☐ Negotiated percentage of Standard Premium _____ (enter percentage of Standard Premium)

      But in no event less than $ _____ (dollar amount),

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2J-UB-121D3206

TRJ-UB-121D3218

TC2J-CAP-260T3298

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.
2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.
4. **a.** We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductible owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") encompass the following costs of a carrier which can be directly allocated to a particular claim:

   a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

   b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

   (1) Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;

   (2) Expert medical or other testimony;

   (3) Autopsy;

   (4) Witnesses and summonses;

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

(5) Copies of documents such as birth and death certificates, and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim;

(9) Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

(1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

(2) Hospital and other treatment utilization reviews, including precertification/preadmission, concurrent or retrospective reviews.

(3) Preferred Provider Network/Organization expenses.

(4) Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

e. The following Supplementary Payments:

(1) Up to $2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(2) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(3) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(4) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys, (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

c. Expenses which are defined as either an indemnity or medical loss.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The aggregate will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.
9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.
10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.
11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions.

SCHEDULE

SEE ENDT CA T8 07 01 07

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.

2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".

3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of "suits" and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.

4. **a.** We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.

5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:

a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.

b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

(1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;

(2) Expert medical or other testimony;

(3) Autopsy;

(4) Witnesses and summonses;

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

SCHEDULE

SEE ENDT CA T8 07 01 07

BUSINESS AUTO/TRUCKERS/ GARAGE/ MOTOR CARRIER COVERAGE PART SUPPLEMENTARY SCHEDULE

POLICY NO.: TC2J-CAP-260T3298-TIL-07
ISSUE DATE: 01-18-07

ITEM TWO
COVERAGE AND LIMITS OF INSURANCE
UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

The LIMIT OF INSURANCE for the coverages shown below is the LIMIT OF INSURANCE shown for the State where a covered "auto" is principally garaged.

Coverage

UNINSURED MOTORISTS

	LIMIT OF INSURANCE		
		"Bodily Injury"	"Property Damage"
State of Principle Garaging	Each "Accident"	Each Person / Each "Accident"	Each "Accident"
CT	$	$ 20,000 / $ 40,000	$
DC	55,000		
IL		20,000 / 40,000	
KS	50,000		
ME	100,000		
MD	55,000		
MA		20,000 / 40,000	
MN	50,000		
NE		25,000 / 50,000	
NH	1,000,000		

UNDERINSURED MOTORISTS
(When not included in Uninsured Motorists Coverage)

	LIMIT OF INSURANCE		
		"Bodily Injury"	"Property Damage"
State of Principle Garaging	Each "Accident"	Each Person / Each "Accident"	Each "Accident"
MN	$ 50,000	$ / $	$
ND	50,000		
SD	300,000		

Copyright Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

SCHEDULE EXTENSION

This is an extension of CA T0 30 01 04

VARYING LIMITS

Coverage

UNINSURED MOTORISTS

State of Principle Garaging	LIMIT OF INSURANCE "Bodily Injury" Each "Accident"	"Bodily Injury" Each Person	"Bodily Injury" Each "Accident"	"Property Damage" Each "Accident"
NJ	$ 35,000	$	$	$
NY		25,000	50,000	
ND	50,000			
OK	20,000			
OR	1,000,000			
RI	50,000			
SC	40,000			
SD	300,000			
VT	100,000			
VA	70,000			
WV		20,000	40,000	10,000
WI	50,000			
PR		5,000	10,000	

TABLE OF CONTENTS

BUSINESS AUTO COVERAGE FORM

Beginning on Page

SECTION I – COVERED AUTOS

- Description Of Covered Auto Designation Symbols 1
- Owned Autos You Acquire After The Policy Begins 2
- Certain Trailers And Temporary Substitute Autos 2

SECTION II – LIABILITY COVERAGE

- Coverage 2
- Who Is An Insured 2
- Coverage Extensions
  - Supplementary Payments 3
  - Out of State 3
- Exclusions 3
- Limit of Insurance 5

SECTION III – PHYSICAL DAMAGE COVERAGE

- Coverage 5
- Exclusions 6
- Limit of Insurance 7
- Deductible 7

SECTION IV – BUSINESS AUTO CONDITIONS

- Loss Conditions
  - Appraisal For Physical Damage Loss 7
  - Duties in the Event Of Accident, Claim, Suit or Loss 7
  - Legal Action Against Us 8
  - Loss Payment – Physical Damage Coverage 8
  - Transfer Of Rights Of Recovery Against Others To Us 8
- General Conditions
  - Bankruptcy 8
  - Concealment, Misrepresentation Or Fraud 8
  - Liberalization 8
  - No Benefit To Bailee – Physical Damage Coverages 8
  - Other Insurance 8
  - Premium Audit 9
  - Policy Period, Coverage Territory 9
  - Two Or More Coverage Forms Or Policies Issued By Us 9

SECTION VI – DEFINITIONS 9

Includes copyrighted material of Insurance Services Office, Inc. with it permission.
Copyrighted, Insurance Service Office, Inc. 1985.

004848

Coverage Form

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

1 = ANY "AUTO",

2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 1,2,3,4,5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

Copyright, Insurance Services Office, Inc., 1985

004849

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are "insureds":

a. You for any covered "auto."

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
   (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
   (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone else who is not otherwise excluded under paragraph b. above and is liable for the conduct of an "insured" but only to the extent of that liability.

2. COVERAGE EXTENSIONS

a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":
   (1) All expenses we incur.
   (2) Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
   (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $100 a day because of time off from work.
   (5) All costs taxed against the "insured" in any "suit" we defend.
   (6) All interest on the full amount of any judgment that accrues after entry of

Copyright, Insurance Services Office, Inc., 1985

the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract"; or

b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

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

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

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the "insured" under an "insured contract."

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

6. CARE, CUSTODY OR CONTROL

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. HANDLING OF PROPERTY

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

Copyright, Insurance Services Office, Inc., 1985

9. OPERATIONS

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

10. COMPLETED OPERATIONS

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, or handled for movement into, onto or from, the covered "auto";

(b) Otherwise in the course of transit by the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon the covered "auto";

(2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

(3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

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

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

Paragraph **a.(1)(c)** does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and

(2) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c** of the definition of "mobile equipment."

Paragraphs a(2) and a(3) of this exclusion do not apply if:

(1) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

Copyright, Insurance Services Office, Inc., 1985

(2) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

12. WAR

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

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
   a. Comprehensive Coverage. From any cause except:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.
   b. Specified Causes of Loss Coverage. Caused by:
      (1) Fire, lightning or explosion;
      (2) Theft;
      (3) Windstorm, hail or earthquake;
      (4) Flood;
      (5) Mischief or vandalism; or
      (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
   c. Collision Coverage. Caused by:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.
2. Towing.

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.
3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

   If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:
   a. Glass breakage;
   b. "Loss" caused by hitting a bird or animal; and
   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.
4. Coverage Extension. We will pay up to $10 per day to a maximum of $300 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
   a. Nuclear Hazard.
      (1) The explosion of any weapon employing atomic fission or fusion; or
      (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
   b. War or Military Action.

 Copyright, Insurance Services Office, Inc., 1985

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

(3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

a. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

Copyright, Insurance Services Office, Inc., 1985

(2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE – PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

Copyright, Insurance Services Office, Inc., 1985

5. OTHER INSURANCE

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."

c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

E. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

Copyright, Insurance Services Office, Inc., 1985

4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

1. That pertains to the loan, lease or rental of an "auto" to you; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

F. "Loss" means direct and accidental loss or damage.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in paragraphs **1,2,3,** or **4** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in paragraphs **1,2,3** or **4** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

H. "Property damage" means damage to or loss of use of tangible property.

I. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

J. "Trailer" includes semitrailer.

Copyright, Insurance Services Office, Inc., 1985

BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 =	Any "Auto"
2 =	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 =	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 =	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 =	Owned "Autos" Subject To No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6 =	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 =	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 =	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 =	Nonowned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5 or 6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you

© ISO Properties, Inc., 2000

Business Auto Coverage Form

acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

© ISO Properties, Inc., 2000

004854

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

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

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while

 © ISO Properties, Inc., 2000

performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or ex-

© ISO Properties, Inc., 2000

pense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

© ISO Properties, Inc., 2000

a. Transportation Expenses

We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such

© ISO Properties, Inc., 2000

004856

equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

 © ISO Properties, Inc., 2000

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that

© ISO Properties, Inc., 2000

004857

is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

© ISO Properties, Inc., 2000

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "em-

© ISO Properties, Inc., 2000

004858

ployees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

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

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

 © ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN BUSINESS AUTO AND TRUCKERS COVERAGE FORMS – INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

E. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto;"
7. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

1. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

Copyright, Insurance Services Office, Inc., 1987

THIS ENDORSEMENT CHANGES THE POLICY TO COMPLY WITH MASSACHUSETTS LAW. PLEASE READ IT CAREFULLY.

MASSACHUSETTS MANDATORY ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Condition A., Cancellation, is replaced by the following:

A. Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

If the driver's license or auto registration of anyone residing in your household who usually operates a covered "auto" has been under suspension or revocation during the policy period, we may suspend coverage for that person for all coverages under this policy except those coverages and limits required under Massachusetts law to register a motor vehicle.

We can cancel any coverage we are not required by Massachusetts law to sell you if we do so within the first 90 days of the policy period. Also, we can cancel in the same manner coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Massachusetts law provides that your policy automatically terminates when:

1. You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.
2. You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
3. If you transfer title to a covered "auto" and you do not register another auto, this policy will terminate 30 days from the date of transfer of title.

However, if more than one covered "auto" is described on the Declarations, the termination of coverage applies only to the "auto" involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United Stated Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

If we cancel the insurance provided under this policy for Massachusetts registered vehicles, the cancellation is not effective unless we send the required notice to the Massachusetts Registry of Motor Vehicles.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

If you think that we have cancelled the insurance for a covered auto illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Condition C., Examination of Your Books and Records, is replaced by the following:

C. Examination Of Your Books And Records

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

Copyright, Automobile Insurers Bureau, 2002

COMPULSORY BODILY INJURY TO OTHERS COVERAGE

A. Coverage

We will pay all sums an insured legally must pay as damages because of "bodily injury" caused by a covered "auto" in Massachusetts "accidents". The damages we will pay are the amounts the injured person is entitled to collect for "bodily injury" through a court judgment or settlement.

We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with the court's permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

1. Who is an insured:
   a. You.
   b. Anyone else using a covered "auto" with your consent.
2. Coverage Extension
   a. Supplementary Payments

      In addition to the Limit of Insurance, we will pay for the "insured":

      (1) All expenses we incur.

      (2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

      (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

      (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

      (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

      (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid or deposited in court the part of the judgment that is within our Limit of Insurance.

      These payments are included in and not in addition to any payment otherwise payable under any Coverage Extension agreement of the policy.

B. Exclusions

This insurance does not apply to:

1. "Bodily injury" to guest occupants of a covered "auto".
2. "Accidents" outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. "Bodily injury" to any "employee" of the insured if entitled to Massachusetts workers' compensation benefits.

C. Limits Of Insurance

The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is $20,000. Subject to this $20,000 limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is $40,000. This is the most we will pay as the result of a single "accident" no matter how many covered autos or premiums are shown on the Declarations. The limits shown on the Declarations for this coverage are included in and not in addition to the limits shown for Liability Coverage on the Declarations.

D. Additional Conditions

1. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this policy or the registration for a covered "auto". We must also pay even if you or the legally responsible person fails to cooperate with us after the "accident". We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.

Copyright, Automobile Insurers Bureau, 2002

2. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If an insured is using a covered "auto" you do not own at the time of the "accident", the owner's auto insurance pays up to its limits before we pay. Then, we will pay up to the limits for Compulsory Bodily Injury to Others Insurance shown on the Declarations for any damages not covered by that insurance.

PERSONAL INJURY PROTECTION COVERAGE

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident".

A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto "accident". Benefits are paid only for expenses or losses actually incurred within two years after the "accident".

We will pay three kinds of benefits:

1. Medical Expenses

   We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

2. Lost Wages

   If an injured person is out of work because of the "accident", we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident". We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident", we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident". Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident". In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

3. Replacement Services

   We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

B. Who Is An Insured

1. You and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
   a. "occupying" a covered "auto";
   b. "occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
   c. a "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.
2. Any other person while:
   a. "occupying" a covered "auto" with your consent;
   b. a pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

C. Exclusions

This coverage does not apply to:

1. Anyone who, at the time of the "accident", was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
2. Anyone who contributed to his or her injury by operating an auto:
   a. While under the influence of alcohol, marijuana, or a narcotic drug.
   b. While committing a felony or seeking to avoid arrest by a police officer.
   c. With the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to workers' compensation benefits for the same injury.

Copyright, Automobile Insurers Bureau, 2002

D. Limit Of Insurance

For any one "accident", we will pay as many people as are injured, but the most we will pay for all benefits to any one person is $8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses ("health plan"). If so, we will pay up to $2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of $2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of $2,000 under this coverage. We will not pay for medical expenses in excess of $2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed $8,000.

E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the "accident" is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most.

   In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.
5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an "accident", we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the "accident". Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

F. Definitions

The following definitions are added for Personal Injury Protection Coverage:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Pedestrian" includes anyone incurring injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

UNINSURED MOTORISTS COVERAGE

A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the insured caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".

The most we will pay for damages to or for anyone injured in the following situations is $35,000 for each person and $80,000 for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using an "auto" without the consent of the owner.
2. Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

Copyright, Automobile Insurers Bureau, 2002

1. Who is an Insured

   a. You, while "occupying" a covered "auto", while "occupying" an "auto" you do not own, or if injured as a pedestrian.

   b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member", while "occupying" a covered "auto", while "occupying" an "auto" not owned by you, or if injured as a "pedestrian".

      If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any "household member" who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance with higher limits.

   c. Anyone else while "occupying" a covered "auto". We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance.

   d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we will only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while "occupying" an "auto" you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any "household member" if struck by, or while "occupying" an "auto" owned by that "household member" which does not have Massachusetts compulsory auto insurance.

B. Limits Of Insurance

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one "accident" is shown on the Declarations as the "each person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one "accident" is shown on the Declarations as the "each accident" limit. This is the most we will pay as the result of a single "accident".
2. The limits of two or more "autos" or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.
3. We will not make payments under this coverage which duplicate payments under the Uninsured Motorists Coverage of any other auto policy.
4. We will reduce the damages an injured person is entitled to recover by:

   a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.

   b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

C. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance is deleted.
2. Two or More Coverage Forms or Policies Issued By Us is deleted.

D. Additional Conditions

The following conditions are added for Uninsured Motorists Coverage:

1. Arbitration

   If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute

first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

2. Settlement or Judgment

   If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

   We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

E. Definitions

The following definitions are added for Uninsured Motorists Coverage:

1. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
   a. To which no "bodily injury" liability policy or bond applies at the time of the "accident", or
   b. To which a "bodily injury" liability policy or bond applies at the time of the "accident", but the insuring or bonding company denies coverage or becomes insolvent.
   c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned by a governmental unit or someone who is legally self-insured.
   b. Owned or regularly used by you.
   c. Designed for use mainly off public roads while not on public roads.
   d. Operated on rails or crawler treads.
   e. While located for use as a residence or premises.

LIABILITY COVERAGE

A. Coverage

The third paragraph is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

B. Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are $35,000 each person and $80,000 each "accident" for "bodily injury" and $5,000 each "accident" for "property damage". This change, however, does not apply to liability assumed under a contract or agreement.

C. Limit Of Insurance

The Limit of Insurance is changed by adding the following:

If the limits of insurance for any vehicle or coverage are shown separately for "bodily injury" and "property damage", the following applies:

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident", our limit of liability is as follows:

1. The most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for "each person".
2. Subject to the limit for "each person", the most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries resulting from "bodily injury" for two or more people caused by any one

Copyright, Automobile Insurers Bureau, 2002

004862

"accident" is the limit of Bodily Injury Liability shown on the Declarations for "each accident".

3. The most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from "property damage" caused by any one "accident" is the limit of Property Damage Liability shown on the Declarations.

PHYSICAL DAMAGE COVERAGE

A. Coverage

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. "Loss" caused by contact with a bird or animal;

b. "Loss" caused by falling objects or missiles; and

c. Glass breakage.

However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

B. Exclusions

Exclusion 4.c. of the Business Auto Coverage Form and Exclusion 2.e. of the Truckers Coverage Form are replaced by the following:

Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals. This exclusion does not apply to electronic equipment designed solely for:

1. the reproduction of sound,
2. vehicle recovery and anti-theft device systems, or
3. safety warning systems.

C. Limit Of Insurance

Limit of Insurance is changed by adding the following:

If the repair of a damaged part will impair the operational safety of the covered "auto", we will replace the part.

D. Deductible

Deductible is replaced by the following:

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.
2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.
3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

E. Additional Conditions

The following Conditions are added for Physical Damage Coverage:

1. Claims Handling

You must allow us to have the "auto" appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have the covered "auto" repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your "auto" available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have the covered "auto" repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have the covered "auto" repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of the covered "auto" and pay you that

 Copyright, Automobile Insurers Bureau, 2002

amount less your deductible. Our payment automatically reduces the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

2. Total Loss

If we pay for the total "loss" of a covered "auto:"

a. We will suspend Collision or Limited Collision coverage for the damaged covered "auto" until the covered "auto" passes a Motor Vehicle Safety Inspection Test.

b. We may suspend coverage for a fire or theft "loss" under Comprehensive or Specified Causes of Loss Coverage for any replacement "auto" unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired it.

c. We have the right, if we so choose, to take title to the "auto". We also have the right, if we so choose, to take any damaged part for which we pay.

3. Sales Tax

If we pay for a loss to a covered "auto" under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the loss of an auto.

4. Loss Payee

When the Declarations shows that a loss payee has a secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft, or any other means of disposal committed by you or at your direction.

When we pay any loss payee we shall, to the extent of our payment, have the right to exercise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

5. Pre-Insurance Inspection

Massachusetts law requires that we inspect certain motor vehicles before providing Physical Damage Coverage. In some cases, we may defer the required inspection of the covered "auto" for ten calendar days (not including legal holidays/and Sundays) following the effective date of coverage. If you do not have the covered "auto" inspected within the time allowed, coverage for that "auto" will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss is changed as follows:

1. Paragraph a. is changed by adding after (3) the following:

We may have to pay for "property damage" under Liability Coverage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case, we may be entitled to reimbursement from that person.

2. Paragraph b.(4) is replaced by the following:

(4) Authorize us to obtain medical reports and other records pertinent to the claim.

3. Paragraph c. is replaced by the following:

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen. You must also report a fire loss to the fire department. The notice to the police or fire department must be on the form required by law.

(2) Do whatever is reasonable to protect the covered "auto" from further damage or "loss". We will pay for any reasonable expenses incurred in doing this.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

Copyright, Automobile Insurers Bureau, 2002

4. Paragraph d. is added as follows:

   d. We may also require you and any person seeking payment under any coverage provided by this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

B. Legal Action Against Us is replaced by the following:

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization, other than an insured, has any right under this policy to bring us into any action to determine the liability of the insured.

C. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the recovery, including reasonable attorneys' fees.

Any amount recovered because of a payment we make under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Uninsured Motorists Coverage or Underinsured Motorists Coverage. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an "accident" and also receive money from us for the same "accident". If so, the amount we paid must be repaid to us to the extent that you or someone else recovers.

If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, we must be repaid for any amounts so paid, but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

D. Concealment, Misrepresentation Or Fraud is replaced by the following:

Except with respect to the coverages you are required to purchase in order to register your auto in Massachusetts, we may refuse to pay claims if any oral or written misrepresentation or warranty made in the negotiation of this policy by you, or on your behalf, was made with an actual intent to deceive or if the matter misrepresented or warranted increased the risk of loss.

E. Premium - Changes

All premiums for this policy and any renewal or extension thereof shall be computed in accordance with the applicable rules, rates, rating plans, premiums and minimum premiums for the coverage afforded.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of change.

F. Renewal

If we decide not to renew this policy or any of its coverages, we must mail our notice to your agent or to you at your last address shown on the Declarations at least 45 days before your policy runs out. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

Copyright, Automobile Insurers Bureau, 2002

DEFINITIONS

The Definition of "property damage" is changed as follows:

"Property damage" means damage to tangible property including any applicable sales tax and the costs resulting from loss of use of the damaged property.

Copyright, Automobile Insurers Bureau, 2002

TRAVELERS

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to AMERICAN WATER WORKS COMPANY INC. AS PER END IL T3 40 03 95 of VOORHEES NJ

ONE TOWER SQUARE 9MN

Dated at HARTFORD CT this 18 day of 01 , 20 07

Amending Policy No. TC2J-CAP-260T3298-TIL-07 Effective Date 01-01-07

Name of Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Telephone Number _____ Countersigned by: _____

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

[X] This insurance is primary and the company shall not be liable for amounts in excess of $ 750,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

004865

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. SECTION IV – BUSINESS AUTO CONDITIONS is changed as follows:

1. Under **A. Loss Conditions**, **2. Duties in the Event Of Accident, Claim, Suit Or Loss**, subparagraph **b. (3)** is deleted and replaced by the following:

   (3) Cooperate with us in the investigation or settlement of the claim and defense against the "suit".

2. Under **B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph **e. (2)** is deleted and replaced by the following:

   (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada, or in a settlement we agree to.

B. SECTION V - DEFINITIONS, Definition **F.** ("Employee") is deleted and replaced by the following definition:

F. "Employee" includes a "leased worker" and a "temporary worker".

Copyright, The Travelers Indemnity Company, 2003
Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. SECTION IV – BUSINESS AUTO CONDITIONS is changed as follows:

1. Under **A. Loss Conditions**, **2. Duties in the Event Of Accident, Claim, Suit Or Loss**, subparagraph **b. (3)** is deleted and replaced by the following:

   (3) Cooperate with us in the investigation or settlement of the claim and defense against the "suit".

2. Under **B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph **e. (2)** is deleted and replaced by the following:

   (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada, or in a settlement we agree to.

B. SECTION V – DEFINITIONS, Definition **F.** ("Employee") is deleted and replaced by the following definition:

F. "Employee" includes a "leased worker" and a "temporary worker".

 Copyright, The Travelers Indemnity Company, 2003
Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

1. **B. Exclusions**, Exclusion **5.** ("diminution in value") is deleted.
2. Paragraph **C. Limit Of Insurance** is deleted and replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
   - **a.** The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. The determination of actual cash value in the event of a total "loss" will be based on the market value or resale value of the damaged or stolen property as of the time of the "loss" taking into account depreciation and physical condition.
3. If we repair or replace the damaged or stolen property with other property of like kind and quality, we will not pay for any "diminution in value".

B. SECTION IV – BUSINESS AUTO CONDITIONS is changed as follows:

1. Under **A. Loss Conditions**, **2. Duties in the Event Of Accident, Claim, Suit Or Loss**, subparagraph **b. (3)** is deleted and replaced by the following:

(3) Cooperate with us in the investigation or settlement of the claim and defense against the "suit".

2. Under **B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph **e. (2)** is deleted and replaced by the following:

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada, or in a settlement we agree to.

C. SECTION V - DEFINITIONS, Definition **F.** ("Employee") is deleted and replaced by the following definition:

F. "Employee" includes a "leased worker" and a "temporary worker".

Copyright, The Travelers Indemnity Company, 2003
Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES IN BUSINESS AUTO, BUSINESS AUTO PHYSICAL DAMAGE, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

For a covered "auto" licensed or principally garaged in New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".
2. The following is added to **Supplementary Payments**:
   (7) We will pay all expenses incurred by an "insured" for first aid to others at the time of an "accident".
   (8) The cost of appeal bonds.
3. Paragraph **b. Out Of State Coverage Extensions** in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:
   While a covered "auto" is used or operated in any other state or Canadian province we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction.
4. **Exclusions** is changed as follows:
   a. The **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:
      This insurance does not apply to:
      "Bodily injury" to an "employee" of the "insured" arising out of and in the course of:
      (1) Employment by the "insured"; or
      (2) Performing the duties related to the conduct of the "insured's" business.
      But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
   b. The **Fellow Employee** Exclusion is amended by the addition of the following:
      However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.
   c. The **Handling Of Property** Exclusion does not apply.
   d. The **Movement Of Property By Mechanical Device** Exclusion does not apply.
   e. The **Operations** Exclusion does not apply.
   f. The **Completed Operations** Exclusion does not apply.
   g. The **Pollution** Exclusion does not apply.
   h. The **Racing** Exclusion does not apply.
   i. The following exclusion is added:
      Spousal Liability
      "Bodily Injury" to or "property damage" of the spouse of an "insured". However, we will pay all sums an "insured" legally must pay if named as a third party defendant in

Copyright, The Travelers Indemnity Company, 2004
Contains copyrighted material of Insurance Services Office, Inc., with its permission.

a legal action commenced by his or her spouse against another party.

5. If the limit of insurance shown in the Declarations is equal to or greater than $160,000, the **Limit Of Insurance** Provision is changed by the following:

   Limit Of Insurance applies except that we will apply the limit of insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

   a. "Bodily injury" not resulting in death of any one person caused by any one "accident";

   b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";

   c. "Bodily injury" resulting in death of any one person caused by any one "accident";

   d. "Bodily injury" resulting in death of two or more persons caused by any one "accident";

   e. "Property damage" in any one "accident".

   This provision will not change our total limit of insurance.

6. If the limit of insurance shown in the Declarations is less than $160,000, the **Limit Of Insurance** Provision is replaced by the following:

   Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations, except for those damages for "bodily injury" resulting in death. We will apply the limit of insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

   a. "Bodily injury" not resulting in death of any one person caused by any one "accident";

   b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";

   c. "Property damage" in any one "accident".

   This provision will not change our total limit of insurance.

   All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

   In addition, our limit of insurance for "bodily injury" resulting in death is as follows:

   a. Up to $50,000 for "bodily injury" resulting in death of any one person caused by any one "accident"; and

   b. Up to $100,000 for "bodily injury" resulting in death of two or more persons caused by any one "accident", subject to a $50,000 maximum for any one person.

   If the limit of insurance shown in the Declarations is not exhausted by payment of damages for:

   a. "Bodily injury" not resulting in death;

   b. "Property damage"; or

   c. "Covered pollution cost or expense",

   any remaining amounts will be used to pay damages for "bodily injury" resulting in death, to the extent the limit of insurance shown in the Declarations is not increased.

7. If forming part of the policy, the Nuclear Energy Liability Exclusion (Broad Form) Endorsement does not apply to the Commercial Auto Coverage Part.

B. Changes In Physical Damage Coverage

1. **Deductible** is replaced by the following:

   For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations.

2. The following are added to **Physical Damage Coverage**:

   The following provisions apply in place of any conflicting policy provisions:

   a. **Mandatory Inspection For Physical Damage Coverage**

      (1) We have the right to inspect any private passenger "auto", including a non-owned "auto", insured or intended to be insured under this Coverage Part before physical damage coverage shall be effective, except to the extent that this right is prescribed and limited by New York State Insur-

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

ance Department Regulation No. 79 (11 NYCRR 67).

(2) During the term of the Coverage Part, coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto". However, if you replace a private passenger "auto" insured with us for at least 12 months before the replacement date, we will provide the same coverage which applied to the replaced "auto" for 3 days beginning on the date you acquire the replacement "auto". We will also provide an additional day of coverage for each Saturday, Sunday or legal holiday falling within the 3 days. After 3 days, coverage will not apply until you notify us and request coverage for the "auto".

(3) When an inspection is required by us, you must cooperate and make the "auto" available for the inspection.

b. "Auto" Repairs Under Physical Damage Coverage

Payment of a physical damage "loss" shall not be conditioned upon the repair of the "auto". We may not require that repairs be made by a particular repair shop or concern. However, we shall be entitled to the following:

(1) A completed "Certification of Automobile Repairs" as prescribed by the New York State Insurance Department;

(2) If the "auto" is repaired, an itemized repair invoice prepared by the "auto" repairer; and

(3) An inspection of the "auto", whether or not the "auto" is repaired.

c. Recovery Of Stolen Or Abandoned "Autos"

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

C. Changes In Conditions

1. Paragraphs **a.** and **b.2.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Form are replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative shall be deemed notice to us.

b. Additionally, you and any other involved "insured" must:

(2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

2. Paragraph **a.** of the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

a. In the event of "loss", you must give us notice as soon as reasonably possible of the "loss". Include:

(1) How, when and where the "loss" occurred;

(2) To the extent possible, the names and addresses of any injured persons and witnesses.

3. The **Legal Action Against Us** Condition in the Business Auto, Truckers and Motor Carrier Coverage Forms is replaced by the following:

No one may bring a legal action against us until:

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

a. There has been full compliance with all of the terms of the Coverage Form; and

b. Under Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the "insured's" liability.

4. The **Loss Payment** Condition is replaced by the following:

At our option we may:

a. Pay for or replace damaged or stolen property; or

b. Return the stolen or damaged property, at our expense. We will pay for any damage that results to the "auto" from the "loss".

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

This condition does not apply to liability coverage.

6. The **Premium Audit** Condition is amended by the addition of the following:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy or the anniversary date, if this is a continuous policy or a policy written for a term longer than one year. But the audit may be waived if:

a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1,500; or

b. The policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.

c. Except as provided in Paragraphs **a.** and **b.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

D. Changes In Definitions

The Definitions Section in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition is replaced by the following:

"Covered pollution cost or expense" means any cost or expense arising out of:

a. Any request, demand, order or statutory or regulatory requirement; or

b. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

2. The "insured contract" definition is replaced by the following:

"Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

f. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "auto"; or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

a. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver;

b. That holds a person or organization engaged in the business of transporting

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or

c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge or escape of:

(1) Irritants, pollutants or contaminants that are, or that are contained in any property that is:

(a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto the covered "auto";

(b) Being transported or towed by the covered "auto";

(c) Being moved from the covered "auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the "insured";

(d) Otherwise in the course of transit; or

(e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for, or result from, the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts.

(2) Irritants, pollutants or contaminants not described in **(1)** above unless:

(a) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of the covered "auto"; and

(b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

3. The "mobile equipment" definition is replaced by the following:

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-contained or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

However, the operation of equipment described in Paragraphs **f.(2)** and **f.(3)** above is considered operation of "mobile equipment" and not operation of an "auto".

E. Changes In Forms And Endorsements

All references to Underinsured Motorists Coverage shall mean Supplementary Uninsured/Underinsured Motorists Coverage.

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverages

Paragraph **1.b.(3)** of the **Who Is An Insured** Provision in the Business Auto and Truckers Coverage Forms and Paragraph **a.(2)(c)** of the **Who Is An Insured** Provision in the Garage Coverage Form is replaced by the following:

Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours. However, such persons are "insureds" up to the financial responsibility limits required by Louisiana Motor Vehicle Safety Responsibility law.

B. Changes In Physical Damage Coverage

1. The exclusion relating to citizens' band radios does not apply to equipment designed for use as a two-way mobile radio or telephone which operates above or below the citizens' band range of frequencies on frequencies assigned by the Federal Communications Commission.
2. If Collision Coverage, Comprehensive Coverage or Specified Causes Of Loss Coverage is provided by this Coverage Form on at least one covered "auto," then the following type of vehicle is also a covered "auto" for that coverage:

   Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

   a. Breakdown;

   b. Repair;

   c. Servicing;

   d. "Loss"; or

   e. Destruction.

   However, if Comprehensive Coverage and Specified Causes Of Loss Coverage are provided separately by this Coverage Form on at least one covered "auto," then any temporary substitute "auto," as described above, is a covered "auto" for comprehensive coverage.

C. Changes In Conditions

1. **Legal Action Against Us** Condition is replaced by the following:

   A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.
2. With respect to a temporary replacement "auto", the **Other Insurance** Condition in the Garage Coverage Form is changed by adding the following

   When this Coverage Form and any other Coverage Form or policy providing liability and/or physical damage coverage apply to an "auto" and:

   a. One provides coverage to an "insured" engaged in the business of selling, repairing or servicing "autos", and

   b. The other provides coverage to a person not engaged in that business, and

   c. At the time of an "accident", a person covered by a Coverage Form described in **C.2.b.** is operating an "auto" provided by the business covered by a Coverage

Copyright, Insurance Services Office, Inc., 1999

004870

Form described in **C.2.a.** as a temporary replacement "auto", while that person's "auto" is being serviced or repaired, or for demonstration or test-driving purposes,

then that person's liability coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in **C.2.a.** is excess over any coverage available to the person covered by a Coverage Form described in **C.2.b.**

D. Changes In Auto Medical Payments Coverage

Paragraph **A.** is amended by the addition of the following:

However, if the "bodily injury" is diagnosed within one year of the "accident" and reported to us within three years of such "accident", we will not limit the time period in which we will pay reasonable expenses incurred for necessary medical and funeral services resulting from such "bodily injury".

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or garage operations conducted in Connecticut, the policy is changed as follows:

A. CHANGES IN LIABILITY COVERAGE

1. The following is added to WHO IS AN INSURED:

   If you are an individual, your "family member" is an "insured" while using any covered "auto" you own.

2. COVERAGE EXTENSIONS is amended as follows:

   a. Paragraph **a.(2)** of Supplementary Payments is replaced by the following:

      (2) We will pay for the "insured" up to $250 for cost of bail bonds (including bonds for related traffic law violations.) We do not have to furnish these bonds.

   b. Supplementary Payments is amended by the addition of the following:

      (7) We will pay all expenses incurred by an "insured" for first aid to others at the time of an "accident".

      (8) At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.

3. The FELLOW EMPLOYEE exclusion is replaced by the following:

   "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

4. The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

B. CHANGES IN CONDITIONS

OTHER INSURANCE is changed as follows:

a. If you are other than an "auto" dealer or repairer, LIABILITY COVERAGE applies to and is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and owned by an "auto" dealer or repairer.

b. If you are an "auto" dealer or repairer, LIABILITY COVERAGE is excess for an "auto" you own if operated by a customer to whom you have loaned the "auto".

C. CHANGES IN AUTO MEDICAL PAYMENTS COVERAGE

Exclusion **C.8.** does not apply.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

For a covered "auto" licensed or principally garaged in Georgia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The **Expected Or Intended Injury** Exclusion is replaced by the following:

   This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

   However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

B. Changes In Physical Damage Coverage

1. If collision coverage is provided, the collision coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the collision insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The "Diminution In Value" exclusion does not apply.

C. Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:

If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

D. Paragraph **2.a.** of **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

E. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any "loss" or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud

committed by you or any other "insured", at any time, and relating to coverage under this policy.

© ISO Properties, Inc., 2004

F. The last sentence in the **Appraisal For Physical Damage Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms and the **Appraisal** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We do not waive any of our rights under this policy by agreeing to an appraisal.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. For a covered "auto" subject to the Michigan no-fault law, Liability Coverage does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.
2. Paragraph **a.(2)(d)(i)** and **(ii)** of the **Who Is An Insured** Provision in the Garage Coverage Form is replaced by the following:

   Your customers, if your business is shown in the Declarations as an "auto" dealership, but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

B. Changes In Physical Damage Coverage

Any Physical Damage Coverage and any Rental Reimbursement Coverage provided by the policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

C. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Truckers, Motor Carrier and Garage Coverage Forms is amended to:
   a. Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this Condition.
   b. Add the following paragraph:

      Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.
2. The **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is amended to:
   a. Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this Condition.
   b. Add the following paragraph:

      Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES IN POLICY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, New Hampshire, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

PART I – STATUTORY CHANGES

Part I of this endorsement changes the liability coverage of the coverage part. These changes are made to comply with Chapter 264 of the New Hampshire Revised Statutes.

CHANGES IN LIABILITY COVERAGE

1. For "auto" "accidents" occurring in New Hampshire, **Liability Coverage** on a covered "auto" applies to the operation of (or presence in) any other "auto". The following are "insureds":
   a. You, if you are an individual and the owner of a covered "auto" (or if husband and wife, either or both of whom own the covered "auto").
   b. Your spouse if a resident of your household.
   c. A private chauffeur or domestic servant, while engaged in employment by you or your spouse.

   The coverage applies only if the other "auto" is not owned by you, your spouse or the chauffeur or servant.
2. Liability Coverage provided by Part I of this endorsement is excess to any other collectible liability coverage.
3. The limit of liability for the coverage provided by Part I of this endorsement is the limit of liability required by the New Hampshire Financial Responsibility Law. The limit does not apply in addition to the limit of liability provided by the coverage part for use of "autos" you don't own.

PART II – ADDITIONAL CHANGES

A. Changes In Liability Coverage

1. The **Who Is An Insured** provision is replaced by the following:

   WHO IS AN INSURED

   The following are "insureds":
   a. You, your executives and partners (if you are a partnership), or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".
   b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
      (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
      (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
      (3) Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured"

© ISO Properties, Inc., 2004

004873

only if that "auto" is a "trailer" connected to a covered "auto" you own.

2. The Care, Custody Or Control Exclusion relating to property owned or transported by the "insured", or in the "insured's" care, custody or control does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

3. The following exclusion is added:

   This insurance does not apply to:

   Any "insured" for "bodily injury" or "property damage" arising out of the operation of any vehicle by that "insured" and while that "insured's" driver's license is under suspension or revocation.

   However, this exclusion does not apply:

   a. For amounts up to the minimum limits of liability required by the New Hampshire Financial Responsibility Law; or

   b. If the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

B. Changes In Physical Damage Coverage

1. If the coverage part provides Comprehensive Coverage, no deductible applies to "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".

2. Any Collision Coverage Deductible shown in the Declarations does not apply if the "loss" is caused by an "uninsured motor vehicle" and the operator of the "uninsured motor vehicle" has been positively identified and is solely at fault.

C. Changes In Auto Medical Payments Coverage

1. Exclusion **C.2.** is replaced by the following:

   This insurance does not apply to:

   2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by you or furnished or available for your regular use.

2. Exclusion **C.3.** is replaced by the following:

   This insurance does not apply to:

   3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by or furnished or available for the regular use of any "family member".

3. Exclusion **C.5.** relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" applies only if workers' compensation benefits are available or required.

4. The following exclusion is added:

   This insurance does not apply to:

   "Bodily injury" sustained by an "insured":

   a. While that "insured" is operating any "auto"; and

   b. While that "insured's" driver's license is suspended or revoked.

   However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Paragraph **D. Limit Of Insurance** is replaced by the following:

   Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit of Insurance for Auto Medical Payments Coverage shown in the Declarations.

   No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form or any Uninsured Motorists Coverage provided by this policy for damages caused by an accident with an "underinsured motor vehicle".

D. Additional Definitions

As used in this endorsement:

"Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which the sum of all liability

© ISO Properties, Inc., 2004

bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as a result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Colorado, the policy is changed as follows:

A. Changes In Conditions

The last paragraph in the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:

1. All applicable policies will pay on an equal basis until the policy with the lowest limit of insurance is exhausted.
2. If any loss remains and there:
   a. Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph **1.**; or
   b. Is one remaining policy, then such policy will continue to pay until its limit of insurance has been exhausted.

B. Changes In Auto Medical Payments

If the Auto Medical Payments endorsement is attached, then the following Condition is added:

ASSIGNMENT OF PAYMENT OF COVERED EXPENSES

1. An "insured" may assign payments due under medical payments coverage, in writing, to a licensed hospital or other licensed health care provider, as defined in COLO. REV. STAT. Section 10-4-902(3), an occupational therapist as described in COLO. REV. STAT. Section 6-1-707 (1) (c); or a massage therapist.
2. If an "insured" assigns such benefits, we will pay covered benefits directly to the licensed healthcare provider.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUERTO RICO CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION II – LIABILITY COVERAGE – COMPLIES WITH THE COMPULSORY PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT".

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Puerto Rico, the coverage form is changed as follows:

A. Changes In Liability Coverage

1. The second paragraph of **Coverage** is replaced by the following:

   We have the right and duty to defend any "suit" asking for these damages. This applies even if the "suit" is groundless, false or fraudulent. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Liability Coverage does not apply to the extent that the "insured" is exempted from liability because of the Puerto Rico Automobile Accident Social Protection Act.

3. The following exclusion is added to Liability Coverage:

   We will not pay for "property damage" to any vehicle that is not insured for compulsory property damage liability coverage to the extent of the limit of liability required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act".

4. The Limit Of Insurance Provision is amended by the addition of the following paragraph:

   With respect to "accidents" occurring in Puerto Rico, we will first apply the limit of liability to provide the limit required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act". However, this provision will not change our total limit of liability.

B. Changes In Medical Payments Coverage

Medical Payments Coverage does not apply to the extent that coverage is available under the Puerto Rico Automobile Accident Social Protection Act.

C. Changes In Uninsured Motorists Coverage

An "insured" will not be required to arbitrate disputed claims. This Coverage shall be reduced by any amounts available under the Puerto Rico Automobile Accident Social Protection Act.

D. Changes In Conditions

1. The following provision is added:

   CONTINUATION OF COMPULSORY PROPERTY DAMAGE LIABILITY COVERAGE

   If we cancel or nonrenew this policy, or if you cancel or do not accept an offer to renew or continue this policy, as provided in the Cancellation Common Policy Condition, the compulsory property damage liability coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act" must be continued for each of your covered "autos" described in the Declarations, until the date of expiration of each of your covered "auto's" license. In this event:

   a. The provisions of this policy will no longer apply; and

   b. The provisions of the Compulsory Liability Insurance Policy attached to this policy will become effective.

Copyright, Insurance Services Office, Inc., 1997

2. Compulsory property damage liability coverage will not be provided in **1.** above if:

   a. Your covered "auto" is a total loss and therefore unable to cause any damage on the public roads and you provide to us the corresponding certification issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has a scrap lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department or;

   b. Your covered "auto" is exported from Puerto Rico and you provide us the corresponding certification, issued by the Puerto Rico Department of Transportation and Public Works to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has an exportation lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

   c. You obtain similar or broader "property damage" liability coverage on your covered "auto".

3. The **Cancellation Common Policy Condition** is replaced by the following:

   a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

   b. We may cancel the policy by mailing you at least 10 days notice at the last address you have informed us of in writing or, otherwise, at the address shown in this policy. Proof of mailing of any notice will be sufficient proof of notice.

   c. The effective date of cancellation stated in the notice shall become the end of the policy period subject to the terms of Paragraphs **1.** and **2.**, above.

   d. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata. Unless cancellation is due to the reasons stated in Item **2.** above, unearned premium does not include any amount attributable to the premium paid for the Compulsory Property Damage Liability Coverage issued upon cancellation or nonrenewal.

4. **Legal Action Against Us** is replaced by the following:

   No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

5. The first sentence of **Appraisal For Physical Damage Loss** in the Business Auto, Garage and Truckers Coverage Forms, is replaced by the following:

   If you and we fail to agree as to the amount of "loss," you (but not we) may demand an appraisal of the "loss".

6. The first sentence of **Appraisal** in the Business Auto Physical Damage Coverage Form is replaced by the following:

   If you and we fail to agree as to the amount of "loss", you (but not we) may demand an appraisal of the "loss".

7. The following condition is added:

   TRANSFER OF YOUR INTEREST IN THE POLICY

   Your rights and duties under this policy may not be assigned without our written consent. However:

   a. If you transfer ownership of your covered "auto"; and

   b. The new owner neither has nor obtains property damage liability coverage similar or broader than the coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act";

   then the compulsory property damage liability coverage provided under Section **II** of this policy for that vehicle is automatically assigned to the new owner. We will issue a Compulsory Liability Insurance Policy to provide this coverage. No other coverage provided by this policy is assigned to the new owner. You must notify us of any transfer of ownership of your covered "auto" within ten (10) days of such transfer.

Copyright, Insurance Services Office, Inc., 1997

8. The following provision is added:

SETTLEMENT OF CLAIMS

Settlement of claims, to the extent of the limit of liability and coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act", will be made, whenever applicable, in agreement with the diagrams mentioned in article No. 7 of the Initial Liability Determination System adopted in accordance with the mentioned Act.

Notwithstanding the previously mentioned, payments for other coverage afforded under this policy, in addition to the payments resulting from the application of the mentioned diagrams, will be made by us, in accordance with the applicable coverage, up to the limits established in the same.

In the case that the above mentioned diagrams are not applicable, payments for coverage afforded under this policy will be made by us, in accordance with the applicable coverage up to the limits established in the same.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A. Coverage of Section II – Liability Coverage** is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph **A.2. Coverage Extensions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraphs **a.(3)**, **a.(5)** and **a.(6)** of **Supplementary Payments** are replaced by the following:

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(7) Prejudgment Interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

C. Paragraph **A.2.b.(1)** of **Section II – Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

D. Paragraph **B. Exclusions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability Exclusion** is replaced by the following:

"Bodily Injury" to:

a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or

© ISO Properties, Inc., 2003

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

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

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

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

E. Paragraph **C. Limit Of Insurance** of Section **II** is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

(a) $25,000 for "bodily injury" to any one person caused by any one "accident"; and

(b) Subject to **2.(a)** above, $50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

(c) $20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

F. The **Business Auto Conditions** of Section **IV** are amended as follows:

1. Paragraph **A.1. Appraisal For Physical Damage Loss** is replaced by the following:

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss". If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Paragraph **A.2.b.(3)** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:

b. Additionally, you and any other involved "insured" must:

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

3. Paragraph **A.2.c.** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of

© ISO Properties, Inc., 2003

004877

your expenses for payment in the settlement claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

4. Paragraph **A.4.** of the **Loss Payment – Physical Damage Coverages Condition** is replaced by the following:

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

(1) The applicable sales and use tax for the damaged or stolen property;

(2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto", and

(3) Any applicable general average, salvage or disposal charges.

5. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

6. Paragraph **B.5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

7. Paragraph **B.8.** of the **Two Or More Coverage Forms Or Policies Issued By Us** Condition is deleted.

G. Section V – Definitions is amended as follows:

1. The "Covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.

3. The definition of "Suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

H. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.

2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Wisconsin, the coverage form is changed as follows:

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. If your business is other than selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by WIS. STAT. Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
   a. $60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
   b. $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.
2. If your business is selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include anyone other than an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by WIS. STAT. Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
   a. $60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
   b. $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.
3. The following is added to **Who Is An Insured:**

   Anyone else is an "insured" while using a covered "auto" you own with your or any adult "family member's" permission.
4. The Garage Coverage Form is changed as follows:
   a. Paragraph **a.(2)(d)(i)** of the **Who Is An Insured** Provision is replaced by the following:

      Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to $60,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15.
   b. Paragraph **a.(2)(d)(ii)** of the **Who Is An Insured Provision** is replaced by the following:

      Has other available insurance (whether primary, excess or contingent), less than the applicable minimum limit for "bodily injury" or "property damage" liability specified by WIS. STAT. Section 344.15, they are an "insured" only for the amount by which the applicable minimum limit of

Copyright, Insurance Services Office, Inc., 1997

liability exceeds the limit of their other insurance. The applicable minimum limit is:

(1) $60,000 for each "accident" for "bodily injury" or "property damage", if the limit of liability is a single limit that applies for each "accident"; or

(2) $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.

5. The **Fellow Employee** Exclusion does not apply if the "bodily injury" results from the use of covered "auto" you do not own or lease.

B. Changes In Medical Payments Coverage

1. Medical services also includes chiropractic services.
2. The Transfer Of Rights Of Recovery Against Others To Us Condition applies.

C. Changes In Conditions

1. The first sentence of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   We have no duty to provide coverage under this policy if failure to comply with the following duties is prejudicial to us:

   In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representatives notice as soon as reasonably possible of the "accident" or "loss".

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

   We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

3. The Legal Action Against Us Condition does not apply.

4. The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

   No oral or written statement, representation or warranty made by the "insured" or in his behalf in the negotiation for or procurement of this coverage form shall be deemed material or defeat or void this coverage form, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the "loss" and no breach of a warranty in this coverage form shall defeat or void this coverage form unless the breach of such warranty increased the risk at the time of "loss", or contributed to the "loss", or existed at the time of the "loss".

   Our authorized representative's knowledge will be considered our knowledge. If our authorized representative knows before an "accident" or "loss" something which violates a policy condition, this will not void the policy or defeat a recovery for a claim.

   If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

5. The following is added:

   CONFORMITY TO STATUTE OR RULE

   Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

   The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Sec. 227.11(2) and published in the Wisconsin Administrative Code.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Idaho, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Conditions

The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carriers Coverage Forms are revised by the addition of the following:

1. When this coverage form and any other coverage form or policy providing liability insurance apply to a "loaned vehicle" and:
   a. One provides coverage to a licensed seller or dealer; and
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an "accident" a person covered by a coverage form described in Paragraph **1.b.** is operating a "loaned vehicle" owned by the business described in Paragraph **1.a.**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **1.a.** is excess over any insurance available to that person.

B. Additional Definitions

As used in this endorsement:

"Loaned vehicle" means a motor vehicle which is provided for temporary use without charge to the operator by a licensed seller or dealer for the purpose of demonstrating the vehicle to the operator as a prospective purchaser, or as a convenience to the operator during the repairing or servicing of a motor vehicle for the operator, regardless of whether such repair or service is performed by the owner of the loaned vehicles or by some other person or business.

Copyright, Insurance Services Office, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

For a covered "auto" licensed in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BROADENED COVERAGE – GARAGES ENDORSEMENT
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The following is added to the **Pollution Exclusion** in the Business Auto, Truckers and Motor Carrier Coverage Forms and to **Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"** and **Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"** in the Garage Coverage Form:

   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

2. If the Broadened Coverage – Garages Endorsement is attached, then Exclusion **B.1.b.** in the Broadened Coverage – Garages Endorsement is revised by the addition of the following:

   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

3. If the Personal Injury Liability Coverage – Garages Endorsement is attached, then Exclusion **B.1.h.** in the Personal Injury Liability Coverage – Garages Endorsement is revised by the addition of the following:

   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

B. Changes In Conditions

Other Insurance in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

1. When two coverage forms providing liability coverage apply to an "auto" and:
   - **a.** One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos", and
   - **b.** The other provides coverage to a person not engaged in that business, and
   - **c.** At the time of an "accident" a person described in **1.b.** is operating an "auto" owned by the business described in **1.a.**, then that person's liability coverage is primary and the coverage form issued to a business described in **1.a.** is excess over any coverage available to that person.
2. When two coverage forms providing liability coverage apply to an "auto" and:
   - **a.** One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing "autos", and
   - **b.** The other provides coverage to a person not engaged in that business, and
   - **c.** At the time of an "accident" an "insured" under the coverage form described in **2.a.** is operating an "auto" owned by a person described in **2.b.**, then the liability coverage form issued to the business described in **2.a.** is primary and the coverage form issued to a person described in **2.b.** is excess over any coverage available to the business.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **1.b.(3)** of the **Who Is An Insured** provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and Paragraph **3.a.(2)(c)** of the **Who Is An Insured** provision in the Garage Coverage Form do not apply.
2. Our **Limit Of Insurance** applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:
   a. $20,000 for "bodily injury" to any one person caused by any one "accident",
   b. $40,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $15,000 for "property damage" caused by any one "accident".

   This provision will not change our total **Limit Of Insurance**.

B. Changes In Physical Damage Coverage

The **Limit Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment if:

1. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
2. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed $500.

C. Changes In Conditions

The **Other Insurance** Condition in the Business Auto Coverage Form, and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carriers Coverage Forms, is changed by the addition of the following:

Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

1. The "auto" is owned or held for sale or lease by a new or used vehicle dealership;
2. The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph **1.** while your "auto" is being repaired or evaluated; and
3. The Limit of Insurance for Liability Coverage under this policy is at least:
   a. $100,000 for "bodily injury" to any one person caused by any one "accident",
   b. $300,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $50,000 for "property damage" caused by any one "accident".

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. For coverage and limits required by the Kansas Financial Responsibility law, **Exclusions** is changed as follows:
   a. The **Workers' Compensation** Exclusion is replaced by the following:

      Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or any similar law.

   b. The **Employee Indemnification And Employers'** Liability Exclusion is replaced by the following:

      This coverage does not apply to "bodily injury" to any "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment by the "insured" or while performing duties related to the conduct of the insured's business if benefits are required or available for the "employee" under any workers' compensation or disability benefits law or under any similar law. This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

   c. The **Care, Custody Or Control** Exclusion is replaced by the following:

      This coverage does not apply to "property damage" to property owned by, rented to, or in charge of or transported by an "insured". However, this exclusion does not apply to "property damage" to a rented residence or private garage or to liability assumed by the "insured" under a sidetrack agreement.

   d. The **Racing** Exclusion, if contained in the coverage form, does not apply.

   e. The exclusion relating to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants does not apply if the discharge, dispersal, release or escape is sudden and accidental.

2. Our **Limit Of Insurance** applies except that we will apply the limit shown in the declarations to first provide the separate limits required by Kansas law as follows:
   a. $25,000 for "bodily injury" to any one person caused by any one "accident".
   b. $50,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $10,000 for "property damage" caused by any one "accident".

   This provision will not change our limit of insurance.

B. Changes In Physical Damage

1. The "Diminution In Value" exclusion does not apply.
2. The Limit of Insurance provision with respect to repair or replacement resulting in better than like kind or quality in any coverage form or endorsement does not apply.

C. Changes In Conditions

1. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

© ISO Properties, Inc., 2000

We will not pay in any case of fraud by you at any time as it relates to this Coverage Form. We will also not pay if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. An insurance application, rating, claim or coverage under this Coverage Form.

2. The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

If you and we disagree on the amount of the "loss" either party may make a written request for an appraisal of the "loss". **However an appraisal will be made only if both you and we agree, voluntarily to have the loss appraised**. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraiser and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will be binding.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, South Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Physical Damage Coverage

The Limit of Insurance provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment from the amount we pay for the "loss" only if the repair or replacement results in an increase in the fair market value of the vehicle.

Betterment as used in this provision means the difference between:

a. The fair market value of the vehicle before the "loss"; and

b. The fair market value of the vehicle after repair or replacement.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos

The following is added to Paragraph **C.** Certain Trailers, Mobile Equipment And Temporary Substitute Autos of Section **I** – Covered Autos:

If Collision Coverage is provided by the Coverage Form, any "auto" you do not own which is loaned to you as a temporary substitute for a covered "auto" you own that is out of use because of its breakdown, repair or servicing by a person, firm or corporation engaged in the business of selling, repairing and servicing "autos" is a covered "auto" for Collision Coverage.

B. Changes In Liability Coverage

The following Liability Coverage Exclusions of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms apply only to the extent that the limits of liability for such coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act:

a. Expected or Intended Injury;

b. Care, Custody or Control;

c. Pollution; and

d. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos".

C. Changes In Physical Damage Coverage

No deductible applies under Comprehensive Coverage to "loss" to:

a. Glass used in the windshield, doors and windows; and

b. Glass, plastic or any other material used in lights required on an automobile by Chapter 189 of Kentucky Revised Statutes.

All other Physical Damage Coverage Provisions apply.

D. Changes In Conditions

1. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms, is changed by adding the following:

   a. For a temporary substitute for an "auto" you own which is out of use because of its breakdown, repair or servicing, if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing and servicing "autos", Liability and Collision Coverage provided by this form shall be primary in the event of an "accident" caused by the negligence of the "insured".

   b. If you are engaged in the business of selling, repairing and servicing "autos", then for any "auto" you own, which is loaned to a customer, with or without consideration, as a temporary substitute for an "auto" owned by the customer which is out of use because of its breakdown, repair or servicing, Liability and Collision Coverage provided by this form shall be excess in the event of an "accident" caused by the negligence of the customer.

2. The **Concealment, Misrepresentation Or Fraud** Condition is amended by the addition of the following:

   However, once an "accident" has occurred while this Coverage Form is in effect, this condition does not apply to the liability coverage provided by this Coverage Form, except that we will provide liability coverage only up

© ISO Properties, Inc., 2002

004882

to the minimum limits of liability required by the Kentucky Motor Vehicle Reparations Act if you, or any other "insured", intentionally conceal or misrepresent a material fact, or commit fraud, in obtaining this policy.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Carolina, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:
   a. $30,000 for "bodily injury" to any one person caused by any one "accident";
   b. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
   c. $25,000 for "property damage" caused by any one "accident".

   This provision will not change the limit of insurance.
2. If the policy provides Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:
   a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
   b. The temporary substitute must be owned by someone other than you or a member of your household.
   c. The temporary substitute must be with the permission of the owner.
   d. The Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph **A.3., Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles,** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;
b. "Loss" caused by hitting a bird or animal; and
c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

C. Changes In Uninsured Motorists Coverage

The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina Law as follows:

1. $30,000 for "bodily injury" to any one person caused by any one "accident";
2. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. $25,000 for "property damage" caused by any one "accident".

This provision will not change the total limit of insurance.

Copyright, ISO Properties, Inc., 2000

D. Auto Medical Payments Coverage

Exclusion **C.5.** of Auto Medical Payments Coverage, relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the limit of insurance.

F. Changes In Conditions

1. Paragraph **2.** of the **Cancellation Common Policy** Condition is replaced by the following:

We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

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

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

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

(1) Expiration of the policy term; or

(2) Anniversary date,

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

(a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

(b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.

(d) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

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

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

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

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

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

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

We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days notice at the last address known to us:

(1) Nonpayment of premium.

(2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

(3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".

(4) This policy is cancelled pursuant to a power of attorney given a company li-

Copyright, ISO Properties, Inc., 2000

censed according to the provisions of G.S. 58-56.

To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provisions are added and supersede any other provisions to the contrary:

G. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
   a. Expiration of the policy if it has been written for one year or less; or
   b. Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.
2. We need not mail or deliver the notice of nonrenewal if you have:
   a. Insured property covered under this policy under any other insurance policy;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal of this policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The written notice of cancellation or nonrenewal will:
   a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
   b. State the reason or reasons for cancellation or nonrenewal.
5. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

H. Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

1. Nonpayment of premium.
2. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
3. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".
4. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.
5. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

I. Common Policy Condition B. Changes, is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. Loss Condition **1, Appraisal For Physical Damage Loss,** is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision, in writing, agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and
b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

K. Changes In General Conditions

Paragraph **2.** of the **Concealment, Misrepresentation Or Fraud** General Conditions is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

Copyright, ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Hawaii, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The lead-in to Paragraph **A.1.b.** of the **Who Is An Insured** Provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and the lead-in to Paragraph **A.3.a.(2)** of the **Who Is An Insured** Provision in the Garage Coverage Form are replaced by the following:

   Anyone else is an "insured" while using a covered "auto" you own, hire or borrow with a reasonable belief that such "insured" is entitled to do so except:

B. Changes In Conditions

1. The **Legal Action Against Us** Condition is replaced by the following:

   No action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this coverage.

   No action may be brought against us more than 2 years after the latest of the following:

   a. The date of the "auto" "accident";

   b. Our last payment;

   c. The entry of a final order in arbitration;

   d. The entry of final judgment in, or dismissal with prejudice of, a tort action arising from a motor vehicle "accident", where a cause of action for insurer bad faith arises out of the tort action; or

   e. Payment of liability coverage for underinsured motorists coverage claims.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form:

   When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

   a. One provides coverage to a Named Insured engaged in the business of renting or leasing "autos"; and

   b. The other provides coverage to a person not engaged in the business, and

   c. At the time of an "accident", a person described in Paragraph **b.** is operating an "auto" owned by the business described in Paragraph **a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **a.** is excess over any coverage available to that person, provided:

      (1) The insurer providing liability coverage to a person described in Paragraph **b.** responds to a claim or "suit", and

      (2) The "auto" is rented, leased, or offered for rent or lease from a business described in Paragraph **a.** to a customer for a period of six months or less.

3. The following Condition is added:

   Conflict of Provisions

   In the event that there is a conflict between the provisions of this policy or endorsements attached and the Hawaii Motor Vehicle Insurance Law, such law shall take precedence over the provisions of the policy or endorsements.

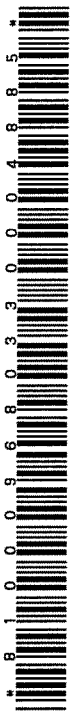
HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of Insurance Services Office, Inc., 2001
Used with its permission

C. Changes In Definitions

The following is added to the **Definitions** Section of the Business Auto, Garage, Motor Carrier and Truckers Coverage Form:

"Family member" means a person who is a resident of the Individual Named Insured's household and is either:

1. Related to such Named Insured by blood, marriage or adoption. This includes a ward or foster child; or
2. Registered with the Director of Health as a reciprocal beneficiary.



HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of Insurance Services Office, Inc., 2001
Used with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** Provisions will apply.
3. Paragraph **1.** of **Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

   1. Appraisal For Physical Damage Loss

   If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

B. The following Condition is added to the **General Conditions**:

B. Mediation

1. In any claim filed by an "insured" with us for:

   a. "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

   b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or

   c. "Loss" to a covered "auto" or its equipment, in any amount.

   either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:

   a. Why mediation is being requested.

   b. The issues in dispute, which are to be mediated.

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within

© ISO Properties, Inc., 2002

45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES IN BUSINESS AUTO, TRUCKERS AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or garaged in Vermont, the Business Auto, Truckers and Motor Carrier Coverage Forms are changed as follows:

A. CHANGES IN LIABILITY COVERAGE

The following is added to LIMIT OF INSURANCE:

If judgment is rendered against you and we continue the "suit" by appeal or otherwise, no limitation of liability in this policy shall be valid unless you agree to such continuation.

B. CHANGES IN CONDITIONS

1. The following is added to LEGAL ACTION AGAINST US:

   Under LIABILITY COVERAGE, payment of any judicial judgment or claim by you for any of our liability shall not bar you from any action or right of action against us.

   The following is also added to LEGAL ACTION AGAINST US:

   However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal for Physical Damage Loss Condition.

2. The CANCELLATION Common Policy Condition is amended by the addition of the following:

   We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

   Cancellation ends this agreement as to the loss payee's interest. If we cancel this policy, we will:

   a. mail you and the loss payee named in the policy the same advance notice; and

   b. use the same method of mailing to notify you and the loss payee named in the policy.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. CHANGES IN LIABILITY INSURANCE

The LIMIT OF INSURANCE provision is changed by adding the following:

Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

B. CHANGES IN CONDITIONS

1. The OTHER INSURANCE condition in the BUSINESS AUTO and GARAGE COVERAGE FORMS and the OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the TRUCKERS and MOTOR CARRIER COVERAGE FORMS is changed by adding the following:

   When two policies providing liability coverage apply to an "auto" and:

   a. One provides coverage to a named insured who is an authorized motor vehicle dealer, and

   b. The other provides coverage to a person not engaged in that business, and

   c. At the time of an "accident" a person described in **b.** is operating the "auto," then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:

   (1) The person is operating the "auto" with the permission of the dealer, and

   (2) The change in financial responsibility is evidenced by a release signed by the person operating the "auto" and

   (3) No fee or lease charge has been made by the dealer for the use of the "auto."

2. Paragraph **c.(2)** of the DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS Condition is amended to read as follows:

   (2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES

For a covered "auto" licensed or principally garaged in Maine, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Conditions

The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The Employee Indemnification And Employer's Liability Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced with the following:

   This insurance does not apply to "bodily injury" to:

   a. An "employee" of the insured arising out of and in the course of:

   (1) Employment by the "insured"; or

   (2) Performing duties related to the conduct of the "insured's" business; or

   b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

2. The **Liquor Liability** Exclusion in the Garage Coverage Form is replaced by the following:

17. Liquor Liability

"Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

This exclusion applies only if you are the owner or lessor of premises that are used in part for the following purposes:

(1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:

(a) Requires a license; or

(b) Requires a banquet permit, as permit is defined in Wash. Rev. Code Ann. Sec. 66.04.010 (19); or

(c) Is for the purpose of financial gain or livelihood; or

(2) Serving or furnishing alcoholic beverages without a charge, if:

(a) A license is required for such activity; or

(b) A banquet permit, as permit is defined in Wash. Rev. Code Ann. Sec. 66.04.010

© ISO Properties, Inc., 2003

(19), is required for such activity.

B. Changes In Physical Damage Coverage

1. The lead-in to Paragraph **B.1.** is replaced by the following:

   We will not pay for "loss" caused directly or indirectly by any of the following:

2. The Limit of Insurance provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

   3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:

      a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or

      b. The amount which the resale value of the "auto" is increased from the repair or replacement.

3. The following is added to Paragraph C. Limit Of Insurance:

   We will not pay for a loss which is paid under Underinsured Motorists Coverage.

C. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

   a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

   b. We are entitled to a recovery only after the person or organization has been fully compensated for damages by another party.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

I. Changes In Conditions

A. For a covered "auto" licensed in, or "Garage Operations" conducted in, Nevada, the **Other Insurance Condition** is changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an "auto" and:

a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos", and

b. The other provides coverage to a person not engaged in that business, and

c. At the time of an "accident" a person described in **1.b.** is operating the "auto", then

that person's liability insurance is primary and the Coverage Form issued to a business described in **1.a.** is excess over any insurance available to that person.

2. When two Coverage Forms providing liability coverage apply to an "auto" and:

a. One provides coverage to a named insured engaged in the business of repairing or servicing "autos", and

b. The other provides coverage to a person not engaged in that business, and

c. At the time of an "accident" a person described in **2.b.** is operating an "auto" owned by the business described in **2.a.** as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in **2.a.**, then

that person's liability coverage is primary and the Coverage Form issued to the business described in **2.a.** is excess over any insurance available to that person.

B. The Conditions Provision is amended as follows:

The **Transfer Of Rights Of Recovery Against Others To U**s Provision does not apply to Medical Payments.

II. Anti-Stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

Exclusions **2.** and **3.** in the Auto Medical Payments Coverage Endorsement are replaced by the following:

2. "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.

3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".

The first paragraph of the **Limit Of Insurance** Provision in **Section II – Liability Coverage** in the Business Auto Coverage Form and Truckers Coverage Form is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first four paragraphs of the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

1. AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS"

   FOR "GARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

   REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES INVOLVING "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

   DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" CONSIST OF DAMAGES RESULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOS", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT:

   a. "PERSONAL INJURY" LIABILITY COVERAGE;

   b. "PERSONAL AND ADVERTISING INJURY" LIABILITY COVERAGE;

   c. HOST LIQUOR LIABILITY COVERAGE;

   d. FIRE LEGAL LIABILITY COVERAGE;

   e. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE;

   f. NON-OWNED WATERCRAFT COVERAGE;

   g. BROAD FORM PRODUCTS COVERAGE.

   DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS".

   SUBJECT TO THE ABOVE, THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ALL "BODILY INJURY" AND "PROPERTY DAMAGE" RESULTING FROM ANY ONE "ACCIDENT" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first two paragraphs of the **Limit Of Insurance – "Garage Operations" – Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

2. LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS"

   FOR "ACCIDENTS" RESULTING FROM "GARAGE OPERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

   REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE

© ISO Properties, Inc., 2000

EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS".

The **Limit Of Insurance** Provision in the Auto Medical Payments Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

Paragraph **1.** of the **Limit Of Insurance And Deductible** Provision in the Garagekeepers Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE AND DEDUCTIBLE

1. REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION MINUS THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY COLLISION: AND

a. THEFT OR MISCHIEF OR VANDALISM; OR

b. ALL PERILS.

The **Limit Of Insurance** Provision in the Farm Labor Contractors Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE LIMIT OF INSURANCE IS AS FOLLOWS:

a. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" TO ANY ONE PERSON CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH PERSON".

b. SUBJECT TO THE LIMIT FOR "EACH PERSON", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH ACCIDENT".

c. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "PROPERTY DAMAGE" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "PROPERTY DAMAGE" LIABILITY SHOWN IN THE DECLARATIONS.

The **Limit Of Insurance** Provision in the Garage Locations and Operations Medical Payments Insurance Endorsement is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, OR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS.

The following is added to the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** for the Personal Injury Liability Coverage – Garages Endorsement:

SUBJECT TO THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN "AUTO" AND REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF ALL "PERSONAL INJURY"

© ISO Properties, Inc., 2000

SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL INJURY LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THE PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT.

Paragraph **8.** of General Condition in the Business Auto Coverage Form, Truckers Coverage Form, and Garage Coverage Form is replaced by the following:

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLY TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY ISSUED BY US OR AN AFFILIATED COMPANY SPECIFICALLY TO APPLY AS EXCESS INSURANCE OVER THIS COVERAGE FORM.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Common Policy** Conditions are amended as follows:

The Examination Of Your Books And Records applies except that the time we have to examine your records after the policy period is changed from three years to one year.

B. The third paragraph of **A. Coverage** in **Section II – Liability Coverage**, of the Business Auto, Motor Carrier, and Truckers Coverage Forms is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

C. The **Coverage Extensions** of **Section II – Liability Coverage** of the Business Auto, Truckers, and Motor Carrier Coverage Forms are amended as follows:

2. Coverage Extension

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **C. Limit Of Insurance** in **Section II – Liability Coverage** of the Business Auto, Motor Carrier, and Truckers Coverage Forms is revised by the addition of the following:

We will apply the Limit of Insurance for Liability Coverage shown in the Declarations to provide separate limits required by law for bodily injury liability and property damage liability. However, this provision will not change our total Limit of Insurance.

E. Paragraph **A.2. of Section III – Trailer Interchange Coverage** in the Motor Carrier and Truckers Coverage Forms is replaced by the following:

We have the right and duty to defend any "insured against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

F. Paragraph **A.3. Coverage Extensions of Section III – Trailer Interchange Coverage** in the Motor Carrier and the Truckers Coverage Forms is revised by the addition of the following:

(f) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

G. The Conditions are amended as follows:

1. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

a. Our rights under this condition with respect to all coverages other than Liability Coverage do not apply against a person who is 21 years of age or older who:

© ISO Properties, Inc., 2000

004891

(1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

(2) Sold, bartered, furnished or gave to, or purchased alcohol beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

b. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

c. With respect to Physical Damage, if you have received less than all of your deductible amount after a subrogation settlement or judgment, you will retain your right to recover the remaining portion of the deductible from parties liable for the "loss".

d. Our rights do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

2. **Concealment, Misrepresentation Or Fraud** does not apply to Liability Coverage.

However, we will not pay for any "loss" or damage in any case of fraud by you at any time as it relates to this Coverage Form. We will not pay for any "loss" or damage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. The **Appraisal For Physical Damage** Loss Condition in the Business Auto, Motor Carrier And Truckers Coverage Forms and the **Appraisal** Condition in the Business Auto Physical Damage Coverage Form are replaced by the following:

If you and we disagree on the amount of "loss", and the disputed amount is:

a. $10,000 or less, both parties must submit to appraisal;

b. More than $10,000, either party may demand an appraisal of the "loss".

In the event of an appraisal, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

4. The lead-in wording of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier, and Truckers Coverage Forms is replaced by the following:

The following duties apply:

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, New Mexico, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability

1. The Care, Custody Or Control Exclusion **B.6.** contained in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:

   "Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to:

   a. Liability assumed under a sidetrack agreement; or

   b. "Property damage" to or "covered pollution cost or expense" involving a motor vehicle you do not own if it is loaned:

   (1) Without a fee to the "insured" by a licensed automobile dealer for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle; or

   (2) With a fee to the "insured" by a licensed automobile dealer or with or without a fee by anyone else for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle and the vehicle is provided under a written statement, signed by the "insured", which contains the following language:

   PRIMARY LIABILITY ASSIGNMENT

   In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

2. The Care, Custody Or Control Exclusion **B.6.** contained in the Garage Coverage Form is replaced by the following:

   "Property damage" to or "covered pollution cost or expense" involving:

   a. Property owned, rented or occupied by the "insured";

   b. Property loaned to the "insured";

   c. Property held for sale or being transported by the "insured"; or

   d. Property in the "insured's" care, custody or control.

   But this exclusion does not apply to:

   a. Liability assumed under a sidetrack agreement; or

   b. "Property damage" to or "covered pollution cost or expense" involving a motor vehicle you do not own if it is loaned:

   (1) Without a fee to the "insured" by a licensed automobile dealer for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle; or

© ISO Properties, Inc., 2001

(2) With a fee to the "insured" by a licensed automobile dealer or with or without a fee by anyone else for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle and the vehicle is provided under a written statement, signed by the "insured", which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

B. Changes In Conditions

1. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms:

When this Coverage Form and any other coverage form or policy providing liability coverage apply to an "auto" and:

a. One coverage form or policy provides coverage to a Named Insured who is a licensed automobile dealer, and

b. The other coverage form or policy provides coverage to a person who is not engaged in that business, and

a person described in Paragraph **b.** is operating an "auto" owned by the business described in Paragraph **a.** which was loaned without a fee to that person for demonstration purposes, as a temporary substitute for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle, then the liability insurance provided by that person's coverage form or policy is primary and the liability insurance provided by the coverage form or policy issued to a business described in Paragraph **a.** is excess.

2. General Conditions Paragraph **5.b.** of the Business Auto, Garage and Business Auto Physical Damage Coverage Forms, Paragraph **5.d.** of the Truckers Coverage Form and Paragraph **5.f.** of the Motor Carrier Coverage Form do not apply to a covered "auto" that has been provided under a written Primary Liability Assignment contained in Subsection C of Section 23, Chapter 59A, Article 32 NMSA, which has been signed by an "insured".

C. Changes In Definitions

The definition of "insured contract" is revised to include a written Primary Liability Assignment contained in Subsection C of Section 23, Chapter 59A, Article 32 NMSA where a motor vehicle is loaned with a fee to the "insured" by a licensed automobile dealer, or with or without a fee by anyone else, for demonstration purposes, as a temporary substitute for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle, and that vehicle is provided under the Primary Liability Assignment signed by the "insured".

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SUSPENSION OF COVERAGE

In accordance with the requirements of District of Columbia law, all coverages provided by this coverage form shall be suspended for you or any "family member" who operates any vehicle during any period when that person's driver's license is suspended or revoked.

B. CHANGES IN MEDICAL PAYMENTS COVERAGE

Any amount payable under this coverage shall be reduced by any amount paid or payable under any Personal Injury Protection coverage for the same element of loss.

C. ADDITIONAL DEFINITIONS

As used in this endorsement:

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Other Insurance** Condition is changed by adding the following:

d. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos", and

2. The other provides coverage to a person not engaged in that business, and

3. At the time of an "accident", a person described in **2.** is operating an "auto" owned by the business described in **1.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in **1.** is excess over any coverage available to that person.

e. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos", and

2. The other provides coverage to a person not engaged in that business, and

3. At the time of an "accident" an "insured" under the Coverage Form described in **1.** is operating an "auto" owned by a person described in **2.**, then the Coverage Form issued to the business described in **1.** is primary and the Liability Coverage issued to a person described in **2.** is excess over any coverage available to the business.

Copyright, Insurance Services Office, Inc., 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – DUTY TO DEFEND

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II – LIABILITY COVERAGE for a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Wyoming, is changed as follows:

The following is added to A. COVERAGE:

The tender of the LIMITS OF INSURANCE before judgment or settlement does not relieve us of our duty to defend.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Changes In Liability Coverage

For a covered "auto" licensed in, or "garaged operations" conducted in Tennessee, the **Other Insurance** Conditions is changed by adding the following:

1. When two policies providing liability insurance apply to an "auto" and;
   a. One provides coverage to a named "insured" engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos";
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an "accident" a person described in Paragraph **b.**, is operating an "auto" owned by the business described in Paragraph **a.**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **a.** is excess over any insurance available to that person.
2. When two policies providing liability insurance apply to an "auto" and:
   a. One provides coverage to a named "insured" engaged in the business of repairing, servicing, parking or storing "autos";
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an "accident" an "insured" under the policy described in Paragraph **a.** is operating an "auto" owned by a person described in Paragraph **b.**, then the liability insurance policy issued to the business described in Paragraph **a.** is primary and the policy issued to a person described in Paragraph **b.** is excess over any insurance available to the business.

B. Changes In Conditions

The following replaces the lead-in paragraph in the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Rhode Island, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The following **Supplementary Payment** is added to the **Coverage Extensions** in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

   Prejudgment interest awarded against the "insured" if we have previously rejected an offer to settle the part of the judgment that is within our Limit Of Insurance.

2. The following provision is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

   DIRECT LIABILITY OF INSURERS

   We will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to an injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

B. Changes In Conditions

1. The last sentence of the **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

   We shall not be held to have waived any of our rights by any act relating to appraisal.

2. The following is added to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form:

   If a fire causes damage to a covered "auto", you must file a statement with the appropriate fire department in conformity with the provisions of R.I. GEN. LAWS Section 27-8.1-2.1.

3. **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.

4. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Form, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

   When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

   a. One provides coverage to an "insured" engaged in the business of leasing or renting "autos"; and

   b. The other provides coverage to a person not engaged in that business; and

© ISO Properties, Inc., 2003

004895

c. At the time of an "accident" a person covered by a Coverage Form described in Paragraph **4.b.** is operating an "auto" rented or leased from the business covered by a Coverage Form described in Paragraph **4.a.**,

then the Coverage Form issued to a business described in **4.a.** is excess over any coverage available to the person described in Paragraph **4.b.** if:

(1) The business described in **4.a.** rents or leases the "auto" to the "insured" under a written rental agreement; and

(2) The face of the rental agreement states, in at least 10 point type, that the valid and collectible insurance of any person operating the "auto" with the permission of the owner and/or lessor is primary.

5. The following condition is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

ARBITRATION

a. Any injured person suffering a loss, allegedly resulting out of the ownership, maintenance, or use of a covered "auto" by an "insured", and allegedly resulting from liability imposed by law for "property damage" or "bodily injury", may at his or her election, whenever the claim is for $25,000 or less, submit the matter to arbitration pursuant to chapter 3 of title 10 of the General Laws of Rhode Island.

b. Selection of Arbitrator. After submission to arbitration by the injured person, one arbitrator shall be selected from the list of qualified arbitrators of the Court annexed arbitration program of the Superior Court of Rhode Island. Each party shall share the expense of arbitration in accordance with the rules of the Court annexed arbitration program.

c. Hearings. The arbitrator shall call a hearing and provide 7 days' notice of the time and place of the hearing to the parties. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall be binding. Any and all documentary evidence and other data deemed to be relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and the production of books, records, and other evidence, relative or pertinent to the issues presented to them for determination. The decision of the arbitrator shall be binding upon the parties unless:

(1) In the event that "suit" has not been instituted either party may reserve his/her right to a jury trial by giving notice of this reservation of right to the other party or parties and to the arbitrator within 60 days of the arbitrator's award by certified mail return receipts requested; or

(2) In the event that "suit" has been instituted, that either party files a request for a jury trial with the court and with notice to the other party or parties within 60 days of the arbitrator's award. If said case proceeds to trial subsequent to arbitration, the decision of the arbitrator shall not be admissible.

d. Statute of limitations. Notwithstanding the foregoing, a "suit" shall be instituted in order to bring said action within any applicable statute of limitations but said "suit" will otherwise be stayed until an arbitrators' award has been made or the case reached for trial.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **a.2.(d)** of the **Who Is An Insured** provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

   (d) Your customers, if your business is shown in the Declarations as an "auto" dealership. However, if a customer of yours:

   (i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the following minimum limits specified by the Oregon financial responsibility law:

   (A) $60,000 for each "accident", which is the minimum combined single limit of liability; or

   (B) $25,000/50,000/10,000 for each "accident", which is the minimum split limits of liability.

   (ii) Has other available insurance (whether primary, excess or contingent) less than the following minimum limits specified by the Oregon financial responsibility law, they are an "insured" only for the amount by which such limits exceed the limit of their other insurance:

   (A) $60,000 for each "accident", which is the minimum combined single limit of liability; or

   (B) $25,000/50,000 for each "accident", which is the minimum split limits of liability.

2. Paragraph **b.(1)** of the **Out-Of-State Coverage Extensions** in **Section II – Liability Coverage** of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms is replaced by the following:

   (1) Increase the Limit of Insurance for Liability Coverage to meet the minimum limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used, but this does not apply to any law governing motor carriers of passengers or property.

B. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

   If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

© ISO Properties, Inc., 2003

004896

2. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

   CONCEALMENT, MISREPRESENTATION OR FRAUD

   1. Subject to Paragraphs **2.** and **3.** below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
   2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:
      a. The statements are contained in a written application; and
      b. A copy of the application is endorsed upon or attached to this policy when issued.
   3. In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Concealment, Misrepresentation Or Fraud, General Condition **2.**, does not apply to **Section II – Liability Coverage**.

B. The Business Auto, Truckers and Motor Carrier Coverage Forms are changed as follows:

The Expected Or Intended Injury exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the South Carolina Financial Responsibility Act.

C. The Garage Coverage Form is changed as follows:

1. Changes In Liability Coverage

Paragraph **a.2.(d)** of the **Who Is An Insured** Provision in **Section II – Liability** Coverage is replaced by the following:

Your customers, if your business is shown in the Declarations as an "auto" dealership. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

2. The Expected Or Intended Injury exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However this exclusion does not apply:

a. For amounts up to the limits of liability required by the South Carolina Financial Responsibility Act.

b. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

D. Physical Damage Coverage is changed as follows:

No deductible applies to auto safety glass. All other Physical Damage Coverage provisions will apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The CONDITIONS of the Policy are changed as follows:

CONCEALMENT, MISREPRESENTATION OR FRAUD is replaced by the following:

MISREPRESENTATION OR BREACH OF CONDITION OR WARRANTY

1. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:
   - **a.** It is material;
   - **b.** It is made with the intent to deceive;
   - **c.** We rely on it; and
   - **d.** We are deceived to our injury.
2. A breach of warranty or condition will void the policy if such breach exists at the time of loss and contributes to the loss.

B. CHANGES IN PHYSICAL DAMAGE COVERAGE

The LIMIT OF INSURANCE provision is changed by adding the following:

3. If a loss to your covered "auto" is also payable as damages under the liability coverage of another coverage form or policy issued by us, we will pay for such damage or loss only once, either under this coverage form or the liability coverage of the other coverage form or policy issued by us.

C. The LOSS CONDITIONS of the policy are changed as follows:

The APPRAISAL FOR PHYSICAL DAMAGE LOSS provision is replaced by the following:

If you and we disagree on the amount of "loss," both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- **a.** Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

For a covered "auto" licensed or principally garaged in, Utah, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **b.(6)** is added to the **Who Is An Insured** Provision in the Business Auto Coverage Form by the following and supersedes any provision to the contrary:

   b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

   (6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to $65,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

   Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

2. The **Expected Or Intended Injury** Exclusion is replaced by the following:

   EXPECTED OR INTENDED INJURY

   "Bodily Injury" or "property damage" expected or intended from the standpoint of the "insured".

   However, this exclusion does not apply for coverage up to the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

B. Changes In Conditions

1. The **Legal Action Against Us** Condition does not apply.
2. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

3. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

   FRAUD OR MISREPRESENTATION

   Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "insured" relating to:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The following is added to the **Legal Action Against Us** Condition:

However, a judgment creditor shall have a right to sue us to recover an execution on a judgment returned unsatisfied against an "insured" to the same extent that such "insured" could have enforced the "insured's" claim against us had the "insured" paid such judgment, but we will not be liable for damages that are in excess of the applicable limit of insurance.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Dakota, **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

1. Liability coverage, uninsured motorists coverage, underinsured motorists coverage, medical payments coverage, personal injury protection coverage and additional personal injury protection coverage are primary for an "auto" loaned, rented or leased to the "insured" and owned by someone in the business of selling, repairing, servicing, storing, leasing or parking motor vehicles.

2. If you are in a business described in **1.**, the coverages described in **1.** are excess for an "auto" you own if operated by an "insured" other than you or your "employee".

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, the Coverage Form is changed as follows:

A. Changes In Liability

Paragraph **a.** of the **Who Is An Insured** Provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

a. The following are "insureds" for covered "autos":

(1) You for any covered "auto".

(2) Your customers, if your business is shown in the Declarations as an "auto" dealership.

(3) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(a) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(c) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is your "garage operations".

(d) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

(4) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

B. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

2. If we submit to an appraisal, we will still retain our right to deny the claim.

3. An appraisal decision will not be binding on either party.

C. Physical Damage Coverage is changed as follows:

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this coverage form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a

© ISO Properties, Inc., 2001

temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

D. Changes In Conditions

1. The **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

   When this Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" and:

   a. One provides coverage to an "insured" who is a duly licensed automobile dealer, and

   b. The other provides coverage to a person not engaged in that business, and

   at the time of an "accident", a person covered by a Coverage Form described in Paragraph **C.1.b.** is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph **C.1.a.** as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph **C.1.a.** is excess over any coverage available to the person covered by a Coverage Form described in Paragraph **C.1.b.**

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

   We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage Extensions is amended as follows:

The following is added to **Supplementary Payments**:

(7) Prejudgment interest awarded against the "insured" on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

B. Paragraph **A.1.b.** of **Who Is An Insured** in **Section II – Liability Coverage** in the Business Auto Coverage Form, Motor Carrier Coverage Form and Truckers Coverage Form is changed by adding the following:

(6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

Paragraph **a.(2)** of **Who Is An Insured** in **Section II – Liability Coverage** in the Garage Coverage Form is changed by adding the following:

(f) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

C. Liability Coverage for a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Missouri is changed as follows:

1. If your business is other than selling, repairing or servicing "autos":

a. The Care, Custody Or Control Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own.

b. The following is added to the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos".

2. If your business is selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is excess for any "auto" you own if operated by a customer to whom you have loaned the "auto", with or without consideration, as a temporary substitute for an "auto" owned by the customer.

D. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the

© ISO Properties, Inc., 2006

"loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

E. The following is added to the **Concealment, Misrepresentation And Fraud** Condition:

With respect to Liability Coverage, this Condition only applies in excess of the minimum limits of liability required by the Missouri Financial Responsibility Laws.

F. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
   a. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if the "insured" has a net worth of more than $25 million on the later of the end of the "insured's" most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an "insured's" net worth on such date shall be deemed to include the aggregate net worth of the "insured" and all of its affiliates as calculated on a consolidated basis.
   b. Payments made by the Association for covered claims will include only that amount of each claim which is less than $300,000.

   However, the Association will not:

   (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or

   (2) Return to an "insured" any unearned premium in excess of $25,000.

   These limitations have no effect on the coverage we will provide under this policy.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – POLLUTION EXCLUSION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Missouri, this endorsement modifies insurance provided under the following:

BROADENED COVERAGE – GARAGES ENDORSEMENT
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The following is added to the **Pollution** Exclusion in Section **II** – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and to the **Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"** in the Garage Coverage Form:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

B. The following is added to the **Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"** in Section **II** – Liability Coverage in the Garage Coverage Form or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

C. If the Broadened Coverage – Garages Endorsement is attached, then Exclusion **B.1.b.** in the Broadened Coverage – Garages Endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

D. If the Personal Injury Liability Coverage – Garages Endorsement is attached, then Exclusion **B.1.h.** in the Personal Injury Liability Coverage – Garages Endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Maryland, the Coverage Form is changed as follows:

A. Changes In Liability Coverage

1. Except with respect to the Business Auto Physical Damage Coverage Form, the **Fellow Employee** Exclusion is replaced by the following:

   This insurance does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

   However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

2. Except with respect to the Business Auto Physical Damage Coverage Form, the **Racing** Exclusion is replaced by the following:

   This insurance does not apply to covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

   However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

3. The **Liquor Liability** Exclusion in the Garage Coverage Form does not apply.

B. Changes In Physical Damage Coverage

The "Diminution In Value" Exclusion does not apply.

C. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

   We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

   CONCEALMENT, MISREPRESENTATION OR FRAUD

   We do not provide coverage for an "insured" who:

   a. Intentionally conceals or misrepresents a material fact; or

   b. Has made fraudulent statements or engaged in fraudulent conduct;

   in connection with any "accident" or "loss" for which coverage is sought under this policy.

   However, we will provide Liability Coverage to such "insured" for damages sustained by any person who has not:

   a. Intentionally concealed or misrepresented a material fact; or

   b. Made fraudulent statements or engaged in fraudulent conduct;

   if such damages result from an "accident" which is otherwise covered under this policy.

3. Paragraph **a.** of the **Premium Audit** Condition is replaced by the following:

   a. The estimated premium for this Coverage Form is based on the exposures you told

© ISO Properties, Inc., 2005

us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is 30 days from the date of the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

We will not pay for any "loss" or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

1. That are fraudulent;
2. That are material either to the acceptance of the risk, or to the hazard assumed by us; and
3. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
   a. Not have issued the policy;
   b. Not have issued the policy in as large an amount; or
   c. Not have provided coverage with respect to the hazard resulting in the "loss".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, the Coverage Form is changed as follows:

A. The BUSINESS AUTO and TRUCKERS COVERAGE FORMS are changed as follows:

The EXPECTED OR INTENDED INJURY exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured." However, this exclusion does not apply for amounts up to the limits of liability required by the Delaware Financial Responsibility Law.

B. The GARAGE COVERAGE FORM is changed as follows:

The EXPECTED OR INTENDED INJURY exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured." However, this exclusion does not apply:

1. For amounts up to limits of liability required by the Delaware Financial Responsibility Law.
2. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos."

C. CHANGES IN CONDITIONS

Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

   If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

   a. The first Named Insured has other liability insurance in effect on the covered "auto" that provides at least the minimum limits required by the Delaware Insurance Code for liability and No-Fault Coverage;

   b. The covered "auto" is no longer owned by the first Named Insured;

   c. The covered "auto" is no longer operable or capable of being repaired so as to become operable; or

   d. The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.

   The cancellation will become effective even if we have not made or offered a refund.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – COVERAGE EXTENSION FOR RENTAL VEHICLES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Louisiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE OF COVERAGES

Enter an "X" in one or more of the following check-boxes if at least one "auto" is provided that coverage under the Coverage Form. However, if Comprehensive Physical Damage Coverage **and** Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto", then enter an "X" in the check-box that provides Comprehensive Physical Damage Coverage.

COVERAGE

[X] If an "X" is entered in this check-box, this endorsement provides **Liability Coverage** for "rental vehicles".

[ ] If an "X" is entered in this check-box, this endorsement provides **Comprehensive Physical Damage Coverage** for "rental vehicles".

[ ] If an "X" is entered in this check-box, this endorsement provides **Collision Physical Damage Coverage** for "rental vehicles".

[ ] If an "X" is entered in this check-box, this endorsement provides **Specified Causes of Loss Coverage** for "rental vehicles".

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

A. Coverage

Any "rental vehicle" that is rented by an "insured" under a written rental agreement will be considered a covered "auto" only for those coverages where an "X" is entered in the check-box in the Schedule of Coverages. However, if Comprehensive Physical Damage Coverage **and** Specified Causes of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto", then any "rental vehicle" will be considered a covered "auto" for Comprehensive Physical Damage Coverage.

B. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for each coverage designated in the Schedule of Coverages is the Limit of Insurance for that coverage shown in the Declarations.

C. The following is added to the **Definitions** Section:

"Rental vehicle" means a motor vehicle of the private passenger, pick-up or van type, not used for business purposes, other than farming or ranching, if:

a. Not used for transporting persons for hire; and

b. Owned by a person engaged in the business of renting or leasing vehicles that are rented or leased without a driver, to persons other than the owner, and is registered in the name of such owner.

Copyright, Insurance Services Office, Inc., 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If the Declarations indicate that Physical Damage Coverage is provided for covered "autos" and that Liability Coverage is not provided for covered "autos", the following statement applies:

THIS COVERAGE FORM PROVIDES INSURANCE ONLY AGAINST DAMAGE TO THE "AUTO". THIS COVERAGE FORM DOES NOT INSURE AGAINST "BODILY INJURY" OR "PROPERTY DAMAGE" LIABILITY AND DOES NOT SATISFY THE MANDATORY INSURANCE REQUIREMENTS OF AS 28.22.011.

B. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. With respect to vehicles rented in the United States or Canada, the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage, and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by:

a. Payments from applicable coverage provided under liability coverage and/or physical damage coverage for vehicles rented in the United States or Canada will be made in the following order of priority:

(1) From a policy or coverage purchased by the operator from the owner of the rental vehicle;

(2) From a personal policy of liability and/or physical damage coverage insuring the operator of a rented vehicle; and

(3) From the policy or coverage insuring the owner of the rental vehicle as the named insured.

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Liability Coverage

2. The following is added to Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. The following is added to the **Loss Conditions** section:

Paragraph **A.2.b.(5)** of the **Duties In The Event Of An Accident, Claim, Suit, Or Loss** Condition, is replaced by the following:

After we show good cause, submit to examination at our expense, by physicians of our choice.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorney's fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the **General Conditions** Section:

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The **Business Auto, Motor Carrier** and Truckers Coverage Forms are changed as follows:

   The **Expected Or Intended Injury** exclusion is replaced by the following:

   "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the West Virginia Safety Responsibility Law.

2. The Garage Coverage Form is changed as follows:

   The **Expected Or Intended Injury** exclusion is replaced by the following:

   "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply:

   a. For amounts up to limits of liability required by the West Virginia Safety Responsibility Law.

   b. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

B. Changes In Physical Damage Coverage

1. The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Physical Damage Coverage Form is replaced by the following:

   If you and we disagree on the amount of "loss", either may demand, in writing, an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – PHYSICAL DAMAGE INSPECTION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provisions are added to PHYSICAL DAMAGE COVERAGE and apply in place of any conflicting policy provision.

PHYSICAL DAMAGE COVERAGE for a covered "private passenger auto" licensed or principally garaged in New Jersey is changed as follows:

A. CHANGES IN PHYSICAL DAMAGE COVERAGE

Mandatory Inspection for Physical Damage Coverage

1. We have the right to inspect any "private passenger auto," including a non-owned "private passenger auto," insured or intended to be insured under this Coverage Form, before PHYSICAL DAMAGE COVERAGE shall be effective.
2. During the term of the policy, coverage for an additional or replacement "private passenger auto" shall not become effective until the "insured" notifies us and requests cover-age for the "private passenger auto". However, if the "insured" replaces a "private passenger auto" insured with us for at least 12 months before the replacement date with a "private passenger auto" acquired during the policy period, we will provide the same coverage which applied to the replaced "private passenger auto" for 3 days beginning on the date the "insured" acquires the replacement "private passenger auto." We will also provide an additional day of cover-age for each Saturday, Sunday or New Jersey State holiday falling within the 3 days. After 3 days, coverage will not apply until the "insured" notifies us and requests coverage for the "private passenger auto."
3. When an inspection is required by us, the "insured" shall cooperate and make the "private passenger auto" available for the inspection.

B. CHANGES IN DEFINITIONS

As used in this endorsement:

"Private passenger auto" means a private passenger "auto" of a private passenger or station wagon type that is owned or hired and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pickup body, a delivery sedan, a van, or a panel truck or camper- type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the "insured" other than farming or ranching. An "auto" owned by a farm family co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger auto owned by two or more relatives resident in the same household.

Copyright, Insurance Services Office, Inc., 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES IN BUSINESS AUTO, TRUCKERS AND MOTOR COVERAGE FORMS – POLLUTION

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or garaged In Vermont, the Business Auto, Truckers and Motor Carrier Coverage Forms are changed as follows:

A. CHANGES IN LIABILITY COVERAGE

1. Paragraph **A.** COVERAGE is replaced by the following:

   We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

   We have the right and duty to defend any "insured" against a "suit" asking for such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may Investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Paragraph **B.6.** CARE, CUSTODY OR CONTROL is replaced by the following:

   "Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

3. The POLLUTION exclusion does not apply.

4. Paragraph **C.** of the LIMIT OF INSURANCE is replaced by the following:

   Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

   All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

B. CHANGES IN CONDITIONS

Paragraph **A.2.b.2.** of the DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS Condition, is replaced by the following:

Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."

C. CHANGES IN DEFINITIONS

1. The "covered pollution cost or expense" definition and the definition of "pollutants" do not apply.

2. As used in this endorsement:

   "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage," to which this insurance applies, are alleged.

   "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed to which the "insured" must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

For a covered "auto" licensed or principally garaged in New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Liability Coverage

Exclusion **11. Pollution** contained in Section **II** – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms, is amended by the addition of the following:

This exclusion does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

B. Changes in Conditions

The following is added to the **Loss Payment – Physical Damages Coverages** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms and the **Loss Payment** Condition in the Business Auto Physical Damage Coverage Form:

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

a. An "auto" repair facility with whom we have an arrangement; or

b. An "auto" repair facility of your choice;

in any repairs to the "auto".

If you choose to use an "auto" repair facility other than an "auto" repair facility with whom we have an arrangement, we will pay you in accordance with the terms and conditions, including price, provided by the "auto" repair facility with whom we have an arrangement.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WEST VIRGINIA CHANGES – COVERAGE EXTENSION FOR TEMPORARY SUBSTITUTE AUTOS

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE OF COVERAGES

Enter an "X" in one or more of the following check-boxes if at least one "auto" is provided that coverage under the Coverage Form. However, if Comprehensive Physical Damage Coverage and Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto," then enter an "X" in the check-box that provides Comprehensive Physical Damage Coverage.

COVERAGE

[X] If an "X" is entered in this check-box, this endorsement provides **Liability Coverage** for a "temporary substitute auto."

[ ] If an "X" is entered in this check-box, this endorsement provides **Comprehensive Physical Damage Coverage** for a "temporary substitute auto."

[ ] If an "X" is entered in this check-box, this endorsement provides **Collision Physical Damage Coverage** for a "temporary substitute auto."

[ ] If an "X" Is entered in this check-box, this endorsement provides **Specified Causes of Loss Coverage** for a "temporary substitute auto."

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

A. COVERAGE

Any "temporary substitute auto" that is loaned to the named insured will be considered a covered "auto" only for those coverages where an "X" is entered in the check-box in the Schedule of Coverages. However, if Comprehensive Physical Damage Coverage and Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto," then any "temporary substitute auto" will be considered a covered "auto" for Comprehensive Physical Damage Coverage.

B. CHANCES IN EXCLUSIONS

The CARE, CUSTODY OR CONTROL Exclusion does not apply to a "temporary substitute auto." However, this exclusion does apply to contents in a "temporary substitute auto."

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for each coverage designated in the Schedule of Coverages is the Limit of Insurance for that coverage shown in the Declarations.

Copyright, Insurance Services Office, Inc., 1993

If both Liability and Physical Damage coverage are provided by this Coverage Form, any amount payable for damage to a "temporary substitute auto" under this Coverage Form's Liability Coverage shall be reduced by all sums paid for the same damages under this Coverage Form's Physical Damage coverage.

No one will be entitled to receive duplicate payments for the same elements of "loss."

D. CHANCES IN CONDITIONS

OTHER INSURANCE is changed by adding the following:

When this Coverage Form and any other Coverage Form or policy apply and:

1. One provides coverage to an "insured" engaged in the business of selling, leasing, repairing, or servicing "autos"; and
2. The other provides coverage to a person not engaged in that business; and
3. At the time of an "accident" a person covered by a Coverage Form described in paragraph D.2 is operating an auto provided by the business covered by a Coverage Form described in paragraph D.1. as a "temporary substitute auto,"

then the Coverage Form issued to a business described in D.1 is excess over any coverage available to the person described in paragraph D.2.

E. As used in this endorsement:

"Temporary substitute auto" means any "auto" you do not own while used with the permission of its owner, who is engaged in the business of selling, repairing or servicing "autos" while such "auto" is used as a temporary replacement for a covered "auto" you own that is out of use because of its:

a. breakdown,

b. repair, or

c. servicing.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

For a covered "auto" licensed or principally garaged in Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The War exclusion under Paragraph **B. Exclusions** of Section **II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly, out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

WAR

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Changes In Physical Damage Coverage

1. The following exclusion is added to paragraph **B. Exclusions** in the **Physical Damage Coverage** Section:

   We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the Limit Of Insurance Provision under **Physical Damage Coverage** do not apply.
3. Paragraph **D. Deductible** in the **Physical Damage Coverage** Section is amended by the addition of the following:

   At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

D. Changes In Conditions

The following **Condition** is added:

CLAIM HANDLING PROCEDURES

1. Within 15 days after we receive written notice of claim, we will:
   a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;

© ISO Properties, Inc., 2004

b. Begin any investigation of the claim; and

c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:

a. The claim will be paid;

b. The claim has been denied, and inform you of the reasons for denial;

c. More information is necessary; or

d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a** through **2.d.** above, within:

a. 15 "business days"; or

b. 30 days if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim handling deadlines described above are extended for an additional 15 days.

4. If we notify you that we will pay your claim, or part of your claim, we will pay within 5 "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this policy, we will make payment within 5 "business days" after the date you have complied with such terms.

5. We will notify you in writing of:

a. An initial offer to compromise or settle a claim made or "suit" brought against any insured under the Liability Coverage Section of this policy. The notice will be given no later than the 10th day after the date on which the offer is made.

b. Any settlement of a claim made or "suit" brought against the "insured" under the Liability Coverage Section of this policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this Condition, business day means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

E. Changes In Auto Medical Payments Coverage

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.6.** is replaced by the following:

6. "Bodily injury", arising directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

F. Changes In Uninsured/Underinsured Motorists Coverage

All references to "Uninsured Motorists Coverage" in the title or text of any coverage form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

G. Changes In Trailer Interchange Coverage

The following exclusion is added to Paragraph **B.1. Exclusions** of Section **III – Trailer Interchange Coverage** in the Motor Carrier and Truckers Coverage Forms:

We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

TEXAS CONTROLLED SUBSTANCE ACT

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Hawaii, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

A. Cancellation

1. The first Named Insured may cancel the policy by giving us advance notice of the date cancellation is to take effect.
2. We may cancel the policy for either of the following reasons by mailing to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation:
   a. Nonpayment of premium; or
   b. The driver's license of the principal operator of a covered "auto" is under suspension or revocation.
3. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be made within 15 days of the date cancellation becomes effective. If the first Named Insured cancels, the refund may be less than pro rata.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail the first Named Insured notice at least 30 days before the end of the policy period. Such notice will include the reason(s) for nonrenewal. We have the right not to renew or continue this policy only if:

1. One or more of the reasons listed in Paragraph **A.2.** of **Cancellation** exists;
2. The Hawaii Insurance Commissioner determines that our financial soundness would be impaired by the writing of additional policies of insurance;
3. We cease to write any new policies of insurance of any kind in the State of Hawaii; or
4. We are otherwise permitted by the laws of the State of Hawaii.

C. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed supported by a certificate of mailing properly validated by the U.S. Postal Service, to the first Named Insured's last known address. Proof of mailing of any notice will be sufficient proof of notice.

D. Automatic Termination

If we offer in writing to renew or continue your policy at least 30 days before the end of the policy period, and you do not accept our offer before the end of the policy period, your policy will automatically terminate. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of Insurance Services Office, Inc., 1998
Used with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES IN POLICY – CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. You or your attorney-in-fact may cancel the policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.

b. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.

(3) You or your attorney-in-fact have notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.

(4) We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is canceled and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

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

e. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

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

2. Nonrenewal

a. If we decide not to renew or continue this policy, we will mail you notice at least 45

© ISO Properties, Inc., 2005

days before the end of the policy period. If the policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six month period following its original effective date.

b. If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

3. Mailing Of Notices

a. Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail, pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being canceled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph **A.** above:

1. Paragraphs **1.** and **2.** of the **Cancellation** Common Policy Condition are replaced by the following:

a. You or your attorney-in-fact may cancel the policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

b. We may cancel the policy by mailing or delivering to you written notice of cancellation, stating the reason(s) for cancellation at least:

(1) 15 days before the effective date if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph **3.** of the **Cancellation** Common Policy Condition does not apply.

3. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

4. The following Conditions are added:

a. Nonrenewal

(1) We may nonrenew the policy by mailing or delivering to you written notice of nonrenewal, stating the reason for nonrenewal, at least:

(a) 15 days before the expiration date of the policy if we nonrenew for nonpayment of premium; or

(b) 45 days before the expiration date of the policy if we nonrenew for any other reason.

(2) If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

b. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

C. The following provisions govern the calculation of return premium for all risks:

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

a. At our request;

b. Because you no longer have a financial or insurable interest in the property or

© ISO Properties, Inc., 2005

business operation that is the subject of insurance;

c. And rewritten by us or a member of our company group; or

d. After the first year, if it is a prepaid policy written for a term of more than one year.

2. When this policy is cancelled at your request (except when Paragraph **1.b.**, **1.c.** or **1.d.** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

3. When this policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:

a. Final annual premium will be determined on the basis of the average value reported during the period in which the policy was in effect.

b. Pro rata earned premium will be determined based on the final annual premium for the number of days the policy was in force as determined by Paragraph **3.a.** rounded to the next higher whole dollar.

c. Pro rata unearned premium will be determined by subtracting Paragraph **3.b.** from Paragraph **3.a.**

d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.

e. Calculate the short rate earned premium by adding Paragraphs **3.b.** and **3.d.**

f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.

g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number TC2J-CAP-260T3298-TIL-07

Effective Date 01-01-07 Expiration Date 01-01-08

Named Insured AMERICAN WATER WORKS COMPANY
INC. AS PER END IL T3 40 03 95

Address 1025 LAUREL OAK ROAD

VOORHEES NJ 08043

Additional Insured (Lessor) SEE END CA T8 09 01 07

Address

Designation or Description of Leased "Autos" SEE END CA T8 09 01 07

Coverages	Limit of Insurance
Liability	$ 1,000,000 Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	$ AS SHOWN ON COVERAGE ENDORSEMENT FOR APPLICABLE STATE
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Leased Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Leased Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Leased Auto"

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

© ISO Properties, Inc., 2000

A. **1.** Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.

2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged or "garage operations" conducted in Wisconsin, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only after all liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered auto must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that

© ISO Properties, Inc., 2001

"family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. The Limit of Insurance under this coverage shall be reduced by:

   a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and

   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we

© ISO Properties, Inc., 2001

have paid only after the "insured" has been fully compensated for damages.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for bodily injury liability specified by WIS. STAT. Section 344.15. The applicable minimum limit is:

(1) $50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident", or

(2) $25,000 for each person/$50,000 for each "accident" if the limit of liability is indicated as a split limit.

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must hit another vehicle that hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned or operated by a self-insurer under Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide at least $50,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15;

c. Owned by a governmental unit or agency;

d. Designed for use mainly off public roads while not on public roads; or

e. That is an "underinsured motor vehicle".

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Limit Of Insurance: $SEE CAT030 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" the Named Insured is operating.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto".

© ISO Properties, Inc., 2005

The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by an individual Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. The limit of insurance under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Personal Injury Protection Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing cov-

© ISO Properties, Inc., 2005

erage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. If a "stolen vehicle" or a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident".

   b. If a "stolen vehicle" is involved, you or someone on your behalf must cooperate with the appropriate law enforcement agency in the prosecution of the theft of the vehicle.

   c. Promptly send us copies of the legal papers if a "suit" is brought.

   d. A person seeking coverage from a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

3. **Legal Action Against Us** is replaced by the following:

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. No cause of action shall accrue to an "insured" under this coverage unless within two years from the date of the "accident":

      (1) Agreement as to the amount due under this Coverage Form has been concluded;

      (2) We or the "insured" have formally instituted arbitration proceedings;

      (3) The "insured" has filed an action against us; or

      (4) An action for "bodily injury" has been filed against the uninsured motorist and, within 2 years from the "date of settlement" or "final judgment" against the uninsured motorist, the "insured" has:

         (a) Formally instituted arbitration proceedings against us; or

         (b) Filed an action against us.

4. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

   b. We also have a right to recover the advance payment.

5. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party

© ISO Properties, Inc., 2005

will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":

(1) The county where the "insured" lives; or

(2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. We will pay all arbitration costs to an "insured" in excess of $100. Arbitration costs to an "insured" shall not include attorney's fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

F. Additional Definitions

As used in this endorsement:

1. "Date of settlement" means the date on which a written settlement agreement or release is signed by an "insured" or, in the absence of such documents, the date on which the "insured" or the attorney for the "insured" receives payment of any sum required by the settlement agreement.

2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

3. "Final judgment" means a judgment that has become final by lapse of time for appeal or by entry in an appellate court of an appellate judgment.

4. "Occupancy" means in, upon, getting in, on, out or off.

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a liability policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:

(1) Less than the limit of liability for this coverage; or

(2) Reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.

c. For which an insuring company denies coverage, becomes voluntarily or involuntarily bankrupt or is placed in receivership; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying". However, in the event that a hit-and-run vehicle causes "bodily injury" to an "insured" without hitting the "insured", a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the accident.

e. That is a "stolen vehicle".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under an applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

6. "Stolen vehicle" means:

a. A covered "auto" that is being operated without the consent of the "insured"; and

b. At the time of the "accident", the operator has no collectible liability insurance.

© ISO Properties, Inc., 2005

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

UNINSURED MOTORISTS COVERAGE ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

"Bodily Injury"	$ SEE CAT030	Each Person
	$ SEE CAT030	Each "Accident"
"Property Damage"	$	Each "Accident"

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

Paragraph 1. of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident."

c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident."

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Maryland, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement by certified mail;
      (2) Have sent to the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification; and
      (3) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the written refusal of the settlement offer.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2000

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. The direct or indirect benefit of any insurer of property.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Property of an "insured" contained in or struck by any vehicle owned by that "insured" that is not a covered "auto".
5. The first $250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Coverage shown in the Schedule or declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or any Medical Payments Coverage Endorsement.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law. However, this applies only to that amount for which the provider of the workers' compensations benefits has not been reimbursed.
3. We will not pay for a "loss" which is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto And Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers And Motor Carrier Coverage Forms are replaced by the following:

   For any covered "auto" the Named Insured owns, this Coverage Form provides primary insurance. However, when used with the Garage Coverage Form, this Coverage Form will be secondary over any other collectible insurance available to the Named Insured's customers while a covered "auto" the Named Insured owns is being used as a "replacement vehicle". For any covered "auto" the Named Insured does not own, the insurance provided by this Coverage Form is excess over any other collectible primary uninsured motorists coverage but only to the extent that the limit of insurance under this Coverage Form exceeds the limit of such other collectible primary uninsured motorists insurance.

   If this Coverage Form and any other Coverage Form or policy providing similar insurance apply to the same "accident", the maximum limit of insurance under all Coverage Forms or policies shall be the highest applicable limit of insurance under any one Coverage Form or policy.

   When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay

© ISO Properties, Inc., 2000

only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly notify us if a "suit" is brought. We request that a copy of any legal papers served accompany the notice.

   c. A person seeking Uninsured Motorists Coverage must:

      (1) Promptly notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle";

      (2) Allow us to send to the "insured" within 60 days after the receipt of notification, a written refusal to consent to acceptance of the settlement offer; and

      (3) Allow us to advance payment to that "insured", within 30 days after the written refusal to consent to acceptance of the settlement offer in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement, by certified mail, between an "insured" and the insurer of an "uninsured motor vehicle" and

   b. Fail to send the insured a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement offer within 30 days after a written refusal to consent to acceptance of the settlement offer:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advanced payment.

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

   a. A covered "auto";

   b. Property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an individual, any "family member"; or

   c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".

4. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by the Named Insured's customer is not in use because of its breakdown, repair, servicing or damage.

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability policy or other form of security accepted by the Motor Vehicle Administrator provides at least the amounts specified by the financial responsibility law of Maryland;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which:

      (1) With respect to damages for "bodily injury" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial re-

© ISO Properties, Inc., 2000

sponsibility law of Maryland, but the sum of the limits for bodily injury liability is either:

(a) Less than the limit of liability for this coverage; or

(b) Reduced by payment to other persons injured in the "accident" to an amount less than the limit of liability for this coverage.

(2) With respect to damages for "property damage" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but that sum is less than the Limit of Insurance of this coverage.

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

© ISO Properties, Inc., 2003

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. With respect to an "uninsured motor vehicle", any claim settled without our consent.

2. Damages for pain, suffering and inconvenience resulting from "bodily injury" caused by an "accident" involving an "uninsured motor vehicle" or an "underinsured motor vehicle" unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.

3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

4. The direct or indirect benefit of any insurer of property.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.

7. The first $500 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

8. "Property damage" caused by a hit-and-run vehicle.

9. Punitive or exemplary damages.

10. "Bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:

a. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or

b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse are "occupying", at the time of an "accident", a motor vehicle described in Subparagraph **a.** or **b.** above.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the Limit of Insurance shown in the Schedule or Declarations for Uninsured Motorists Coverage and Underinsured Motorists Coverage is the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle".

a. However, subject to our maximum Limit of Insurance for this coverage, if:

(1) An "insured" is not the individual named insured under this policy;

(2) That "insured" is an individual named insured under one or more other policies providing similar coverage; and

(3) All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable limit of insurance under any coverage form or policy providing coverage to that "insured" as an individual named insured.

b. However, subject to our maximum Limit of Insurance for this coverage, if:

(1) An "insured" is not the individual named insured under this policy or any other policy;

(2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and

(3) All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable limit of insurance under any coverage form or policy providing

© ISO Properties, Inc., 2003

coverage to that "insured" as a "family member".

2. With respect to damages resulting from an "accident" involving an "uninsured motor vehicle", we will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
3. With respect to damages resulting from an "accident" involving an "underinsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who may be legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form attached to this Coverage Part.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured and Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

      However, if an "insured" is:

      (1) An individual named insured under one or more policies providing similar coverage; and

      (2) Not "occupying" a vehicle owned by that individual named insured;

      then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage to that "insured" as an individual named insured.

      However, if an "insured" is:

      (1) Insured as a "family member" under one or more policies providing similar coverage; and

      (2) Not an individual named insured under this or any other policy;

      then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage to that "insured" as a "family member".

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists or underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage under this endorsement must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow

© ISO Properties, Inc., 2003

us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

   a. Have been given prompt notice in writing of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

      If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this endorsement; and

      (2) We also have a right to recover the advanced payment.

4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means damage to a covered "auto", or to any property of an "insured" while contained in a covered "auto".

2. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy applies at the time of an "accident";

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and that hits, or causes an "accident" resulting in "bodily injury" without hitting:

      (1) An individual Named Insured or any "family member";

      (2) A vehicle that the Named Insured or any "family member", if the Named Insured is an individual, are "occupying"; or

      (3) A covered "auto".

   d. For which the only available coverage is a special automobile policy, as defined by New Jersey law.

   However, an "uninsured motor vehicle" does not include any vehicle:

   (1) Owned by or furnished or available for the regular use of the Named In-

© ISO Properties, Inc., 2003

sured or any "family member", if the Named Insured is an individual;

(2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(3) Owned by any governmental unit or agency;

(4) Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;

(5) Operated on rails or crawler treads;

(6) Designed for use mainly off public roads while not on public roads; or

(7) While located for use as a residence or premises.

5. "Underinsured motor vehicle" means the following:

a. With respect to an "insured" who:

(1) Is not the individual named insured under this policy; and

(2) Is an individual named insured under one or more other policies providing similar coverage,

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit of liability is less than the highest applicable limit of liability under any coverage form or policy providing coverage to that "insured" as an individual named insured.

b. With respect to an "insured" who:

(1) Is not the individual named insured under this policy or any other policy; and

(2) Is insured as a "family member" under one or more other policies providing similar coverage,

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit for liability is less than the highest applicable limit of liability under any coverage form or policy providing coverage to that "insured" as a "family member".

c. With respect to any other "insured" who is not described in Paragraphs **a.** or **b.** above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit of liability is less than the Limit of Insurance for this Coverage.

However, an "underinsured motor vehicle" does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law;

(2) Owned by any governmental unit or agency;

(3) Operated on rails or crawler treads;

(4) Designed for use mainly off public roads while not on public roads; or

(5) While located for use as a residence or premises.

(6) Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. EXCLUSION

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle owned by you or any "family member" that is not a covered "auto."
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the Declarations.
2. Any amount payable under this coverage shall be reduced by:
   a. All sums paid or payable under any workers compensation, disability benefits or similar law, and
   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's LIABILITY COVERAGE.
3. Any amount paid under this coverage will reduce any amount an "insured" may be paid under this Coverage Form's LIABILITY COVERAGE.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIMS, SUIT OR LOSS is changed by adding the following:

Copyright, Insurance Services Office, Inc., 1990

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" principally garaged but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured," a covered "auto" or a vehicle an "insured" is "occupying."

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit agency; or

c. Designed for use mainly off public roads while not on public roads.

Copyright, Insurance Services Office, Inc., 1990

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Oklahoma, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. "Bodily injury" sustained by:
   a. Any person who is a "family member", while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motor-

© ISO Properties, Inc., 2004

ists Coverage at the time of the "accident".

b. Any "insured" while "occupying" an "auto":

(1) Owned by; or

(2) Furnished or available for the regular use of the Named Insured or any person who is a "family member" if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of "insureds", or claims made, the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:

a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".

b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

2. If the "bodily injury" is sustained by any "insured", other than an individual Named Insured or any "family member", in an accident in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such accident.

3. Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this policy.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a suit is brought.

c. A person seeking uninsured motorists coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle", and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail, and must include:

(1) Written documentation of economic losses;

(2) Copies of all medical bills; and

(3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.

© ISO Properties, Inc., 2004

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

   a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

   a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have the right to recover the advanced payment.

4. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

5. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.

   c. Any decision agreed to by the arbitrators will not be binding.

   d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or

   b. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Liability	**Premium**
$ SEE CAT030 each "accident"	$ INCLUDED

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

A. Coverage

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This coverage does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.

© ISO Properties, Inc., 2001

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
   a. The limit of insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
   b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
2. Subject to the maximum limit of insurance for all damages:
   a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
   b. The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

   A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all "insureds".
3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
   a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
   b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".
5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the limit of insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

1. **Other Insurance** in Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:
   a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

© ISO Properties, Inc., 2001

FIRST PRIORITY The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".

SECOND PRIORITY Any policy affording Uninsured Motorists Coverage to a Named Insured or a family member, if the Named Insured is an individual.

(1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.

(2) If there is applicable insurance available under the first priority:

(a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

(b) The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.

b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits in the same level of priority.

c. For "property damage", this insurance is excess to all collectible insurance of any kind.

d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.

b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.

d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

4. Two Or More Coverage Forms Issued By Us does not apply to Uninsured Motorists Coverage.

5. The following Condition is added:

CONFORMITY TO STATUTE

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, mar-

 © ISO Properties, Inc., 2001

riage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury to or destruction of the property of an "insured".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provides at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act;
   b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" are "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.

      The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" were "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.
   c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.
   d. For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.
c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT (VIRGINIA)

A. Words And Phrases With Special Meaning

The following words and phrases have special meaning throughout this endorsement and appear in quotation marks when used:

1. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
2. "We", "us", and "our" mean the company providing insurance.
3. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage" the "insured" neither expected nor intended.
4. "Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for "bodily injury" or "property damage" reduced by the payment of any other claims arising out of the same "accident".
5. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
6. "Covered auto" means a motor vehicle, or a "temporary substitute", with respect to which the "bodily injury" or "property damage" liability coverage of the policy applies.
7. "Family member" means a person related to "you" by blood, marriage or adoption who is a resident of "your" household, including a ward or foster child.
8. "Insured" means any person or organization qualifying as an insured in the **Who Is An Insured** section of this endorsement, including the personal representative of any insured. Except with respect to "our" Limit Of Liability, the insurance afforded applies separately to each insured who is seeking coverage under this endorsement.
9. "Loss" means direct and accidental damage or loss.
10. "Property damage" means damage to or loss of use of tangible property.
11. "Occupying" means in, upon, using, getting in, on, out of or off.
12. "Temporary substitute" means a motor vehicle that is being used in place of a "covered auto". The "covered auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
13. "Underinsured motor vehicle" means a motor vehicle, when, and to the extent that, the total amount of "bodily injury" and "property damage" coverage applicable to the operation or use of the motor vehicle and "available for payment" for such "bodily injury" or "property damage", including all bonds or deposits of money or securities made pursuant to Article 15 (Section 46.2-435 et seq.) of Chapter 3 of Title 46.2 of the Code of Virginia, is less than the total amount of uninsured motorist coverage afforded any person injured as a result of the operation or use of the motor vehicle.
14. "Uninsured motor vehicle" means a motor vehicle:
    a. For which:
        1. There is no "bodily injury" liability insurance and "property damage" liability insurance in the amounts specified by Section 46.2-472 of the Code of Virginia.
        2. There is such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including failure or refusal of the insured to cooperate with the insurer.
        3. There is no bond or deposit of money or securities in lieu of such insurance.
        4. The owner of the vehicle has not qualified as a self-insurer under the provisions of Section 46.2-368, or
        5. The owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth or the United States. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

    If the owner or operator of any motor vehicle that causes "bodily injury" or "prop-

 © ISO Properties, Inc., 2002

erty damage" to the "insured" is unknown, and if the damage or injury results from an "accident" where there has been no contact between that motor vehicle and the motor vehicle occupied by the "insured", or where there has been no contact with the person of the "insured" if the "insured" was not "occupying" a motor vehicle, then for the "insured" to recover under this endorsement pursuant to Paragraph **a.** of this definition, the "accident" shall be reported promptly to either:

1. The insurer or;
2. A law-enforcement officer having jurisdiction in the county or city in which the "accident" occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

b. Which is an "underinsured motor vehicle".

B. We Will Pay

"We" will pay in accordance with the Virginia Uninsured Motorists Law, all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle".

C. We Will Not Cover – Exclusions

This insurance does not apply to:

1. A "bodily injury" or "property damage" claim settled by the "insured" without "our" consent with anyone who may be legally liable.
2. The direct or indirect benefit of any insurer of property.
3. The first $200 of the total amount of "property damage" as the result of any one "accident" involving an unidentifiable driver or owner of an "uninsured motor vehicle". This exclusion does not apply if the owner or operator of the "uninsured motor vehicle" causing the damage can be identified.
4. Anyone using the "covered auto" without a reasonable belief that the person is entitled to do so.

D. Who Is Insured

1. "You" or any "family member".
2. Anyone else "occupying" a "covered auto".
3. Anyone for damages he or she is entitled to recover because of "bodily injury" to which this coverage applies, sustained by another "insured" under **1.** or **2.** above.

E. Our Limit Of Liability

1. Regardless of the number of "covered autos", "insureds", claims made or motor vehicles involved in the "accident", the most "we" will pay for all damages resulting from any one "accident" is the limit of **Uninsured Motorists Insurance** shown in the Schedule or Declarations. However, if more than one "covered auto" is involved in the same "accident", the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations will apply separately to each of these "covered autos". Such limit of insurance shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act.
2. Except with respect to an "underinsured motor vehicle", damages otherwise payable under this coverage:
   a. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible.
   b. With respect to an employee of a self-insured employer, shall be reduced by all sums paid or payable because of "bodily injury" under a workers' compensation law.

F. Conditions

The conditions applicable to this coverage are as follows:

1. **Other Insurance**
   a. For "bodily injury" to an "insured" while "occupying" a motor vehicle that is not a "covered auto", this coverage shall apply only as excess insurance over any other similar insurance available to that "insured" and applicable to that motor vehicle as primary insurance. However, this paragraph does not apply to an "underinsured motor vehicle".
   b. Except as provided in Paragraph **a.** above, if the "insured" has other similar "bodily injury" insurance available to him or her and applicable to the "accident", "we" shall not be liable for a greater proportion of any "loss" to which this coverage applies than the limit of liability for this coverage bears to the sum of the applicable limits of liability of this insurance and such other insurance. However, this provision does not apply to an "underinsured motor vehicle".

© ISO Properties, Inc., 2002

c. For "property damage", **Uninsured Motorists Insurance** is excess over all other collectible insurance of any kind applicable to the "property damage".

d. If the injured person is entitled to underinsured motorists coverage under more than one policy, the following order of priority applies and any amount "available for payment" shall be credited against such policies in the following order of priority:

(1) The policy covering a motor vehicle "occupied" by the injured person at the time of the "accident".

(2) The policy covering a motor vehicle not involved in the "accident" under which the injured person is a named insured.

(3) The policy covering a motor vehicle not involved in the "accident" under which the injured person is other than a named insured.

If there is more than one insurer providing coverage under one of the payment priorities set forth in Paragraph **d.** above, we will pay only "our" share of the "loss". "Our" share is the proportion that "our" limit of liability bears to the total of all limits applicable on the same level of priority.

2. Our Right To Recover From Others

If "we" make any payment, "we" are entitled to recover what "we" paid from other parties. Any person to or for whom "we" make payment must transfer to "us" his or her rights of recovery against any other party. The person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

3. Legal Action Against Us

No legal action may be brought against "us" until there has been full compliance with all the terms of the policy.

4. Changes

If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of the change.

5. Transfer Of Rights And Duties

"Your" rights and duties under this endorsement may not be assigned without "our" written consent.

6. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve "us" of any obligations under this endorsement.

7. Policy Period, Coverage Territory

Under this endorsement, "we" cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America

b. The territories and possessions of the United States of America.

c. Puerto Rico; and

d. Canada

"We" also cover "loss" to, or "accidents" involving, a "covered auto" while being transported between any of these places.

8. Concealment, Misrepresentation, Or Fraud

Coverage for "your" claim under this endorsement is void in any case of fraud by "you" at any time as it relates to this coverage. It is also void if "you", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This endorsement;

b. The "covered auto";

c. "Your" interest in the "covered auto"; or

d. A claim under this coverage.

9. Premium Audit

a. The estimated premium for this endorsement is based on the exposures "you" told "us" "you" would have when this policy began. "We" will compute the final premium due when "we" determine "your" actual exposures. The estimated total premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the First Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this endorsement will be computed annually, based on "our" rates or premiums in effect at the beginning of each year of the policy.

© ISO Properties, Inc., 2002

10. Arbitration

a. If "we" and an "insured" disagree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

"You" are not required to arbitrate; however, if both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. "We" will pay all arbitration expenses if "we" request arbitration. If an "insured" requests the arbitration, each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision can be reached by two of the arbitrators but will not be binding.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Uninsured Motorists Coverage "Bodily Injury" and "Property Damage"	$ SEE CAT030	Each "Accident"
Underinsured Motorists Coverage "Bodily Injury" and "Property Damage"	$	Each "Accident"

The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "X" is entered below:

[X] If an "X" is entered in this box, only the definition of "uninsured motor vehicle" applies.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".
2. With respect to damages resulting from an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   - **a.** The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   - **b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
     - **(1)** Have been given prompt written notice of such tentative settlement; and
     - **(2)** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   - **a.** The Named Insured and any "family members".
   - **b.** Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2002

a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. The first $300 of the amount of "property damage" to the property of each "insured" as a result of any one "accident" caused by an "uninsured motor vehicle".

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. Punitive or exemplary damages.

7. "Bodily injury" or "property damage" if that "bodily injury" or "property damage" is sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form.

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" under this Coverage Form.

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, with respect to Uninsured Motorists Coverage, this Exclusion **7.** applies only to the extent that the limits of liability of this coverage exceed the statutory minimum amount of Uninsured Motorists Coverage.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured or Underinsured Motorists Coverage shown in the Schedule.

2. In no event will an "insured" be entitled to receive duplicate payment for the same elements of "loss".

E. Changes In Conditions

The Conditions of the policy are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

© ISO Properties, Inc., 2002

004928

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. If physically able, promptly notify the police if a hit-and-run driver is involved, unless the "accident" has already been investigated by the police; and

   b. Promptly send us copies of the legal papers if a suit is brought.

   A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

   Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

   b. We also have a right to recover the advanced payment.

   We do not have a right of recovery against anyone who has a liability bond or policy which is in whole or part uncollectible because the insuring or bonding company is or becomes insolvent or has been placed in receivership.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

   a. A covered "auto", or

   b. Property contained in the covered "auto"; or

   c. Any other property (except an "auto") owned by an "insured" and located in West Virginia.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the West Virginia Motor Vehicle Safety Responsibility Law; or

   b. For which an insuring or bonding company legally denies coverage or its bond or policy is in whole or part uncollectible because the company is or becomes insolvent or has been placed in receivership; or

   c. For which neither the driver nor owner is identifiable. The vehicle or "trailer" must either:

      (1) Hit an "insured", an "insured's" property, a covered "auto" or a vehicle an "insured" is "occupying"; or

      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

   The facts of the "accident" must be proven by sufficient independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage.

© ISO Properties, Inc., 2002

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" or "property damage" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

	Limit
Uninsured Motorists Coverage	$ SEE CAT030 Each "Accident"
Underinsured Motorists Coverage	$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought against an uninsured or underinsured motorist is not binding on us unless we have:
   a. Received reasonable notice of the commencement of the "suit" resulting in judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.

© ISO Properties, Inc., 2000

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. An Individual Named Insured while "occupying" by a vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota no-fault insurance act, while using a covered "auto" which is owned by the Named Insured.
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
   a. With an "uninsured motor vehicle" is the limit of Uninsured Motorists Coverage shown in the Schedule.
   b. With an "underinsured motor vehicle" is the limit of Underinsured Motorists Coverage shown in the Schedule.

   We will apply the limit of liability for each of these coverages as shown in the Schedule to provide separate limits required by law for uninsured and underinsured "bodily injury" liability.
2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under Personal Injury Protection applicable to the same element of loss.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, Medical Payments Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage and Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other applicable insurance" applies only to other collectible uninsured motorists insurance and is replaced by the following:
   a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", only:
      (1) The Limit of Insurance for Uninsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.
      (2) The Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.
   b. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any

© ISO Properties, Inc., 2000

vehicle, the following priorities of recovery apply:

First Priority The policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".

Second Priority Any Coverage Form or policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

(1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

(2) Where there is applicable insurance available under the first priority:

(a) The Limit of Insurance applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority, shall first be exhausted; and

(b) If there is other applicable insurance available under one or more policies or provisions of coverage:

The maximum recovery in the second priority under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

If the coverage under this coverage form is provided:

(i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

(3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits in the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

For an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:

(1) Identify the "insured", the owner or driver of the "underinsured motor vehicle", and the insurer of the "underinsured motor vehicle";

(2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and

(3) Disclose the agreed upon amount of the tentative settlement; and

b. Allow us 30 days to advance payment to that "insured" in an amount equal to the

© ISO Properties, Inc., 2000

tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following and supersedes any provision to the contrary:

   a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   c. For an "underinsured motor vehicle", Paragraph **3.a.** of the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply if:

   (1) We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

   (2) We fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification:

   (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

   (2) We also have a right to recover the advance payment.

   d. Our rights under Paragraph **3.a.** of this condition do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

   e. Our rights under this condition do not apply against a person who is 21 years of age or older who:

   (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

   (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

   and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

   f. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

4. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

© ISO Properties, Inc., 2000

004931

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. To which **(1)** no bodily injury liability bond or policy applies at the time of an "accident" or **(2)** a bodily injury liability bond or policy applies at the time of the "accident" but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Minnesota No-Fault Automobile Insurance Act;

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".

   However, "uninsured motor vehicle" does not include any vehicle or equipment:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who **(1)** denies coverage, **(2)** is or becomes insolvent or **(3)** cannot provide the amounts required by that motor vehicle law;

   b. Designed for use mainly off public roads while not on public roads;

   c. That is an "underinsured motor vehicle";

   d. Owned by or furnished or available for the regular use of an "insured";

   e. Operated on rails or crawler treads; or

   f. While located for use as a residence or premises.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-Fault Automobile Insurance Act but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

   However, "underinsured motor vehicle" does not include any vehicle or equipment:

   a. For which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company **(1)** denies coverage or **(2)** is or becomes insolvent;

   b. Designed for use mainly off public roads while not on public roads;

   c. That is an "uninsured motor vehicle";

   d. Owned by or furnished or available for the regular use of an "insured";

   e. Operated on rails or crawler treads; or

   f. While located for use as a residence or premises.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not

© ISO Properties, Inc., 2004

a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Insurance shown in the Schedule or Declarations.

We will apply the limit shown in the declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

a. $20,000 for "bodily injury" to any one person caused by any one "accident", and

b. $40,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Insurance Coverage as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Legal Action Against Us is replaced by the following:

© ISO Properties, Inc., 2004

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions.

As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

(1) $50,000 for "bodily injury" to any one person/$100,000 for "bodily injury" to two or more persons caused by any one "accident"; or

(2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged; or

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a

© ISO Properties, Inc., 2004

vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2000

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our consent if the settlement or judgment prejudices our right to recover payment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" sustained by an "insured" while "occupying" or when struck by any motor vehicle that is owned by or provided for the regular use of that "insured" for which the security required by Kansas law is not in effect.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. We will apply the limit shown in the Schedule or Declarations to first provide the separate limits required by Kansas law as follows:
   a. $25,000 for "bodily injury" to any one person caused by any one "accident", and
   b. $50,000 for "bodily injury" to two or more persons caused by any one "accident".

   This provision will not change our total limit of liability.
2. The limit for damages resulting from "bodily injury" caused by a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" applies separately from the limit for a vehicle described in Paragraphs **a.**, **c.** and **d.** of that definition.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if the person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law or personal injury protection coverage.
4. Any amount paid under this insurance will reduce any amount an "insured" may be paid under the Coverage Form's Liability Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are changed by addition of the following:
   a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
   b. If there is other applicable insurance available under one or more policies or provisions of coverage, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved, and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
   c. A person seeking Uninsured Motorists Coverage must also:
      (1) Notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
      (2) Allow us 60 days after receipt of the written notice to advance payment to

© ISO Properties, Inc., 2000

that "insured", in an amount equal to the tentative settlement, to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

Such written notice shall include written documentation of all damages incurred, copies of all medical bills and written authorization or a court order to obtain reports from all employers and medical providers.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. We do not have a right of recovery with respect to damages resulting from an "accident" with a vehicle described in Paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle" to which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company is or becomes insolvent.

   c. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

      (1) Have been given written notice by certified mail of a tentative agreement between the "insured" and the insuring company of the owner or operator of the underinsured motor vehicle to settle for liability limits; and

      (2) Fail to advance payments to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of the notice.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

      (2) We also have a right to recover the advance payment.

4. **The Two Or More Coverage Forms Or Policies Issued By Us** General Condition does not apply.

5. **The Concealment, Misrepresentation Or Fraud** General Condition does not apply.

6. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If the parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators will not be binding.

   c. Once arbitration is agreed to by both parties, either party has the right to bring arbitration under K.S.A. Sections 5-201 – 5-213 inclusive, in lieu of the arbitration procedure provided in this condition.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by Kansas law, or

© ISO Properties, Inc., 2000

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by Kansas law, but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. For which neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

	Limit	
Uninsured Motorists Coverage	$ SEE CAT030	Each "Accident"
Underinsured Motorists Coverage	$ SEE CAT030	Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements.
3. No judgment for damages arising out of a "suit" brought against, or settlement entered into with, the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in judgment or the negotiations resulting in settlement; and
   b. Had a reasonable opportunity to protect our interests in the "suit" or settlement.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2004

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the applicable limit of Uninsured Motorists Coverage and Underinsured Motorists Coverage shown in the endorsement Schedule. However, subject to the provisions in **D.1.a.** and **b.** below, in the case of an "accident" involving both an "uninsured motor vehicle" and an "underinsured motor vehicle", the most we will pay is both the limit of Uninsured Motorists Coverage and the limit of Underinsured Motorists Coverage shown in the endorsement Schedule.
   a. The limit entry for Uninsured Motorists Coverage in the endorsement Schedule applies only to "uninsured motor vehicles" as defined in Paragraph **F.3.** of the Additional Definitions Section.
   b. The limit entry for Underinsured Motorists Coverage in the endorsement Schedule applies only to "underinsured motor vehicles" as defined in Paragraph **F.4.** of the Additional Definitions Section.
2. No one will be entitled to receive duplicate payments for the same elements of "loss".

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
3. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", the limit of liability shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
4. Any amount paid under this coverage will reduce any amount an "insured" may be paid under this Coverage Form's Liability Coverage.

E. Changes In Conditions

The following Condition is changed for Uninsured Motorists Coverage only:

Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold

© ISO Properties, Inc., 2004

the proceeds in trust for us and pay us back the amount we have paid.

The Conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

   b. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision reached by two of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, or

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

   c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified or which causes an "accident" resulting in "bodily injury" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, ex-

© ISO Properties, Inc., 2004

cept a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of an "accident", but the amount paid for "bodily injury" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads;

d. Which is an "uninsured motor vehicle"; or

e. For which an insuring or bonding company denies coverage or is or becomes insolvent.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in Rhode Island, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

"Bodily Injury" and "Property Damage"	$		Each "Accident"
	or		
"Bodily Injury"	$	50,000	Each "Accident"

This endorsement provides "bodily injury" and "property damage" uninsured motorists coverage unless an "X" is entered below.

[X] If an "X" is entered in this box, this endorsement provides "bodily injury" uninsured motorists coverage only.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" because of:
   a. "Bodily injury" sustained by an "insured" and caused by an "accident", and
   b. "Property damage" caused by an "accident".

   The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured or any "family member" is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
   c. The Named Insured for "property damage" only.

© ISO Properties, Inc., 2002

004938

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of:
   a. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law, or
   b. Any insurer of property.
3. The first $200 of the total amount of "property damage" as a result of any one "accident". This exclusion does not apply if the covered "auto" is:
   a. Parked and unattended at the time of the "accident";
   b. Struck by an "uninsured motor vehicle" being driven the wrong way on a one way street;
   c. Struck in the rear by an "uninsured motor vehicle"; or
   d. Struck by a stolen vehicle.
4. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" or struck by any vehicle owned by such Named Insured or any "family member" that is not a covered "auto".
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to the maximum limit of liability for all damages:
   a. The most we will pay for all damages sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle an "insured" was "occupying" at the time of the "accident".
   b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

   A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".
2. However, any amount we pay for a damaged "auto" will be limited to the lesser of the following amounts:
   a. The actual value of the damaged "auto" as of the time of the "accident"; or
   b. The cost of repairing the damaged "auto" or replacing it with other of like kind and quality.
3. No one will be entitled to recover duplicate payment for the same elements of "loss" under this Coverage and any Liability Coverage Form, other property or physical damage insurance or Medical Payments Endorsement attached to this Coverage Part.

   We will not make duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payments for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Rhode Island Uninsured Motorists Coverage as follows:

1. **Other Insurance** applies except as follows:
   a. For "property damage", this insurance is excess over all collectible insurance of any kind.
   b. For "bodily injury", the reference in **Other Insurance** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   The Named Insured and any involved "insured" must:

© ISO Properties, Inc., 2002

a. Promptly notify the police if "bodily injury" results from an "accident" involving a hit-and-run driver;

b. Promptly send us copies of the legal papers if a "suit" is brought; and

c. If "property damage" is involved, provide us with the name and address of the owner or driver of the "uninsured motor vehicle".

3. The **Legal Action Against Us** provision is replaced by the following:

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form; and

b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within three years after the date of the "accident", we or the "insured" have made a written demand for arbitration in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.

5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

6. The **Arbitration** Condition is replaced by the following for uninsured motorists coverage:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the covered "auto", including its loss of use, and any property, excluding business property, owned by the "insured" while contained in the covered "auto".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent;

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified; or

e. That causes "bodily injury" or "property damage" to an "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of evidence that the "bodily injury" or "property damage" resulted from the negligence of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

© ISO Properties, Inc., 2002

004939

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, the District of Columbia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

[X] If an "X" is entered in this box, Paragraph **b.** of the definition of "uninsured motor vehicle" does not apply.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements: or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "underinsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2000

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
8. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
9. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Personal Injury Protection Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
3. We will not pay for "property damage" that is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
   c. If coverage under this Coverage Form is provided:

© ISO Properties, Inc., 2000

004940

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insurer, owner, or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To U**s is replaced by the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage, and

   b. We also have a right to recover the advanced payment.

4. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the "insured" may request that the claim be resolved by the Board of Consumer Claims Arbitration for the District of Columbia. However, disputes concerning coverage under this endorsement may not be arbitrated. If we agree to arbitrate before the Board, the Board may hear and decide the matter. A decision reached by the Board will be binding.

   b. However, if we do not agree to arbitration before the Board, the Board will not arbitrate the matter. In such case, either party may make a written demand for arbitration under the provisions of this Paragraph **b.** However, disputes concerning coverage under this endorsement may not be arbitrated. If a demand for arbitration under this Paragraph **b.** is made, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days on the selection of a third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. A decision agreed to by two or more of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means destruction of:

© ISO Properties, Inc., 2000

a. A covered "auto";

b. Property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an Individual, any "family member"; or

c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".

2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by District of Columbia law;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by District of Columbia law, but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in, Connecticut, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

		LIMIT
Uninsured Motorists Coverage	$ SEE CAT030	Each "Accident"
Underinsured Motorists Coverage	$ SEE CAT030	Each "Accident"

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

☐ If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a set-

© ISO Properties, Inc., 2003

tlement made with the insurer of an "underinsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. "Bodily injury" sustained by:

   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Or Underinsured Motorists Coverage shown in the Schedule or Declarations.

   The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. The Limit of Insurance shall be reduced by:

   a. All sums paid or payable under any workers' compensation or similar law.

   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Connecticut Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** is replaced by the following:

   If there is other applicable similar insurance available under one or more policies or provisions of coverage:

   a. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary, secondary or excess basis.

   b. Subject to Paragraph **1.a.** above, with respect to "bodily injury" to an "insured" while:

      (1) "Occupying" a vehicle owned by that "insured", only the Uninsured/Underinsured Motorists Coverage applica-

© ISO Properties, Inc., 2003

004942

ble to that vehicle will apply, and no other policies or provisions of coverage will apply.

(2) "Occupying" a vehicle not owned by that "insured", or while not "occupying" any vehicle, the following priorities of recovery apply:

FIRST The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

SECOND Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as an individual Named Insured.

THIRD Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as a "family member".

c. With respect to the second and third priorities, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident".

c. Paragraph **3.b.** above of this condition does not apply if, within three years after the date of the "accident", we and the "insured" agree to arbitration in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

a. With respect to damages caused by an "accident" with an "uninsured motor vehicle":

(1) If any person or organization has rights to recover damages from another, that person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

(2) If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

(3) If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. With respect to damages caused by an "accident" with an "underinsured" motor vehicle, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.

5. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle", or do not agree as to the amount of damages, then the matter may be arbitrated. Both parties must agree to arbitration. If the amount of damages the "insured" demands is $40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than $40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses

© ISO Properties, Inc., 2003

it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.

F. Underinsured Motorists Conversion Coverage

If the Schedule or Declarations indicate that Underinsured Motorists Conversion Coverage applies, the following provisions apply:

1. The definition of "underinsured motor vehicle" is replaced by the following:

"Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".

2. With respect to coverage provided under the above definition of "underinsured motor vehicle", Paragraph **2.** of the Limit Of Insurance Provision does not apply.

G. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. To which no bodily injury liability bond or policy applies at the time of the "accident".

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or

(2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies applicable at the time of the "accident" is less than the Limit of Insurance of this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads; or

d. For which an insuring or bonding company denies coverage or is or becomes insolvent.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Vermont, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Liability

Bodily Injury:	$ SEE CAT030	**Each "Accident"**
Property Damage:	$ **10,000**	**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under the coverage selected under this endorsement only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2005

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled by the "insured" or any legal representative of the "insured" with the owner or driver of an "uninsured motor vehicle" without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. Damage to:

a. Any vehicle, or

b. Any property contained in or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" which is not a covered "auto".

5. The first $150 of the amount of each claim for "property damage" sustained by an "insured" in any one "accident". This deductible applies only to direct physical damage to:

a. A covered "auto"; or

b. The property of an "insured".

However, this exclusion does not apply if there is valid and collectible "auto" physical damage coverage applicable to that damage under this or any other policy.

6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

7. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage, including any physical damage coverage under this policy.

8. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":

a. For "bodily injury" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations; and

b. For "property damage" is $10,000 per claim.

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the

© ISO Properties, Inc., 2005

004944

insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   However, if the "insured" settles with or recovers against any person, any reimbursement due to us under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advance payment.

4. **The Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply.

5. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy applies at the time of an "accident";

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but;

   (1) That sum is less than the sum of the limits of this coverage applicable to the "insured"; or

   (2) The available liability insurance has been reduced by payments to others injured in the "accident" to an amount

 © ISO Properties, Inc., 2005

which is less than the limits of this coverage applicable to the "insured".

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

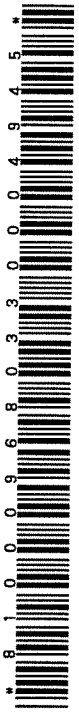
d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto", a vehicle an "insured" is "occupying" or the property of an "insured".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency while being used within the scope of permission of that governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.



© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Nebraska, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:
   a. Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Have had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2001

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply:
   a. If such settlement does not adversely affect our rights; or
   b. To a settlement made with the insurer of an "underinsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Liability shown in the Schedule or Declarations.

   The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Uninsured or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an "uninsured motor vehicle", the reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. With respect to damages caused by an "underinsured motor vehicle", **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:
   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other col-

© ISO Properties, Inc., 2001

lectible underinsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

The following priorities of recovery apply:

First The Underinsured Motorists Coverage applicable to the Vehicle the "insured" was "occupying" at the time of the "accident".

Second The Underinsured Motorists Coverage applicable to an "auto" not involved in the "accident" under which the injured person is an "insured".

3. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

With respect to an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".

b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back that amount we have paid.

b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover the advance payment.

5. The following condition is added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

6. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If both parties so agree, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days,

 © ISO Properties, Inc., 2001

either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of the "accident".

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence provided by an independent and disinterested person, other than the "insured" making the claim or any person "occupying" the covered "auto".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a "bodily injury" liability bond or policy applies at the time of an "accident" but its limit for "bodily injury" liability is either:

a. Not enough to pay the full amount the "insured" is legally entitled to recover as damages; or

b. Reduced by payments to persons other than an "insured", injured in the "accident", to less than the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

c. Owned by or furnished or available for the Named Insured's regular use or that of any "family member", if the Named Insured is an individual.

d. Owned by a governmental unit or agency.

e. Designed for use mainly off public roads while not on public roads.

f. Owned or operated by a self-insurer under any applicable motor vehicle law.

g. While located for use as a residence or premises.

h. Which is an "uninsured motor vehicle".

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Insurance: $ SEE CAT030 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

© ISO Properties, Inc., 2005

1. Any claim settled without our consent. However, this exclusion does not apply:
   a. If such settlement does not prejudice our right to recover payment; or
   b. To a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Liability Coverage.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Maine Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved; and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:
   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle de-

© ISO Properties, Inc., 2005

scribed in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

b. We also have a right to recover the advance payment.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our written consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law.

© ISO Properties, Inc., 2001

3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, underinsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation or similar law, except non-occupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   a. If this Coverage Form and any other Coverage Form or policy providing Uninsured Motorists Coverage apply to the same "accident" and:

      (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Uninsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

         First Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

         Second Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;

         Third Priority The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

      (2) The motor vehicle is not described in Paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

         First Priority The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";

         Second Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

         Third Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

   b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

© ISO Properties, Inc., 2001

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the proper law enforcement authorities of the "accident", and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
   b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any right of recovery against either the insured of the insolvent insurer, or the North Dakota Guaranty Fund, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.
4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy applies at the time of an "accident";
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
      (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
   b. Owned by a governmental unit or agency;
   c. While located for use as a residence or premises;
   d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or
   e. That is a covered "auto" under this Coverage Form's Liability Coverage.

© ISO Properties, Inc., 2001

004950

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bonds or policies; and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2001

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, uninsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation or similar law, except non-occupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary and Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   a. If this Coverage Form and any other Coverage Form or policy providing Underinsured Motorists Coverage apply to the same "accident" and:

      (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Underinsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

      First Priority The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

      Second Priority The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;

      Third Priority The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

      (2) The motor vehicle is not described in Paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

      First Priority The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";

      Second Priority The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

© ISO Properties, Inc., 2001

004951

Third Priority The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the proper law enforcement authorities of the "accident"; and

b. Promptly send us copies of the legal papers if a suit is brought;

c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. Our rights do not apply under this provision if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle"; and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover advanced payment from the insurer, or the owner or operator of the "underinsured motor vehicle".

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies that apply at the time of an "accident" is either:

 © ISO Properties, Inc., 2001

a. Less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy, or

b. Reduced by payments to others injured in the "accident" to less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned by a governmental unit or agency;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent;

c. While located for use as a residence or premises;

d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or

e. That is a covered "auto" under this Coverage Form's Liability Coverage.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE PRIVATE PASSENGER TYPES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

"Property Damage" Uninsured Motorists Coverage

Designation Or Description Of Covered Auto	Premium	Limit Of Insurance
	$ INCL	$ SEE CAT030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If your covered "auto" is of the private passenger type, the following provisions apply:

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after any liability policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property.
3. "Property damage" to a covered "auto" in the amount of:
   a. The first $300, as a result of any one "accident" with a hit-and-run or phantom vehicle.

© ISO Properties, Inc., 2003

b. The first $200, as a result of any one "accident" with any other type of uninsured motor vehicle.

4. "Property damage" to a covered "auto" when it is being used to carry persons or property for a fee.

5. "Property damage" to any motor vehicle owned by you or any "family member" that is not a covered "auto".

6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

7. Punitive or exemplary damages.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage – Property Damage shown in the Schedule.

2. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

3. We will not pay for any "property damage" which is paid or payable under Physical Damage Coverage.

D. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage – Property Damage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. If a hit-and-run or phantom vehicle is involved, you or someone on your behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the accident.

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request

© ISO Properties, Inc., 2003

that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":

(1) The county where the "insured" lives; or

(2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. We will pay all arbitration costs to an "insured" in excess of $100. Arbitration costs to an "insured" shall not include attorney's fees or any expenses incurred in producing evidence or witnessing or making transcripts of the arbitration proceedings.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto".

2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

3. "Occupancy" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. For which an insuring company, within 2 years of the date of the "accident", becomes voluntarily or involuntarily bankrupt or is placed in receivership;

c. For which an insuring company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit a covered "auto" or a vehicle an "insured" is "occupying".

However, in the event that a hit-and-run vehicle causes "property damage" without hitting a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the accident.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads; or

d. Owned by or furnished for the regular or frequent use of you or any "family member".

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUERTO RICO SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modffies Insurance provided under the following:

UNINSURED MOTORISTS COVERAGE

SCHEDULE

"Bodily Injury"	$5,000	Each Person
	$10,000	Each "Accident"

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

Paragraph 1. of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:
   a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" shown in the Schedule for each person.
   b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident."

Copyright, Insurance Services Office, Inc., 1991

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

The following Limit of Compensation shall apply as indicated below:

Personal Injury Protection for "Bodily Injury"		Limit of Compensation	Premium
☐	Single Limit	$30,000 each "accident"	$
	or		INCL
☒	Split Limits	$15,000 each person $30,000 each "accident"	

A Personal Injury Protection coverage deductible of $ applies to you or you and "family members" as indicated below:

☐ You

☐ You and "Family Members"

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

A. Coverage

1. Personal Injury Protection

We will pay, in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, Personal Injury Protection benefits to or for the benefit of the "injured person" who sustains "bodily injury" caused by an "accident" arising out of the ownership, maintenance or use of a "motor vehicle" as a motor vehicle and incurred within two years from the date of the "accident".

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

a. Medical expenses. Reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance, and professional nursing services, prosthetic devices and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

b. Funeral expenses. Reasonable and necessary expenses for professional funeral services and all customary charges, which may include a burial plot.

c. Loss of earnings. Any amount actually lost, net of taxes on income which would have applied, by reason of inability to work and eam wages or salary or their equivalents that would otherwise have been earned in the normal course of an "injured person's" employment but not other income, but loss of earnings does

Copyright, Insurance Services Office, Inc., 1997

not include any loss after the death of an "injured person".

d. Substitute service expenses. Reasonable and necessary extra expense for personal services which would have been performed by the "injured person" had he or she not been injured.

2. Damage To Property Other Than A Motor Vehicle

We will pay in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, for accidental damage which occurs during the policy period to property damaged in an "accident" involving the "insured motor vehicle", other than damage to a "motor vehicle".

B. Who Is An Insured

1. You.

2. If you are an individual, any "family member".

3. Any person while occupying the "insured motor vehicle".

4. Any person injured in an "accident" involving the "insured motor vehicle", other than an occupant of another "motor vehicle".

C. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

a. Any person while the "motor vehicle" is used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the coverage part.

b. Any person while occupying a "motor vehicle" located for use as a residence or premises.

c. Any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

d. Any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

e. Any person while operating the "insured motor vehicle" without your express or implied consent.

f. Any person if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:

(1) Causing "bodily injury" to himself or herself intentionally; or

(2) While committing a felony.

g. Any person, other than you or any "family member", while a pedestrian, if the accident occurs outside the State of Delaware.

h. You or any "family member" while occupying or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" (other than the "insured motor vehicle") with respect to which the insurance required by the Delaware Motorists Protection Act is in effect.

i. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" owned by or furnished or available for the regular use of you or any "family member" if such "motor vehicle" is not an "insured motor vehicle".

2. Damage To Property Other Than A Motor Vehicle

We will not pay benefits for:

a. Damage to any property while the "insured motor vehicle" is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the coverage part.

b. Damage to any property while the "insured motor vehicle" is located for use as a residence or premises.

c. Damage to any property resulting from radioactive contamination.

d. Damage to any property due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing.

e. Damage to any property while the "insured motor vehicle" is used without your express or implied consent.

Copyright, Insurance Services Office, Inc., 1997

f. Damage to aircraft, watercraft, self-propelled mobile equipment and to any property in or upon any of the aforementioned.

g. Damage to any property in or upon any "motor vehicle".

h. Damage to any property owned by, rented to or leased by you or any "family member".

D. Limit Of Insurance

1. Personal Injury Protection

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage is as follows, provided that, the payment for funeral expenses included in the following shall in no event exceed $5,000 for any one person:

a. If the Schedule indicates a single limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" as a result of any one "accident" shall be $30,000. We will apply the limit of compensation to provide any separate limits required by law for personal injury protection benefits.

b. If the Schedule indicates an "each person" and "each accident" limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" sustained by one "injured person" as the result of any one "accident" shall be $15,000 and, subject to the above provision respecting one "injured person", the total limit of compensation payable by us for all loss and expense arising out of "bodily injury" sustained by two or more "injured persons" as the result of any one "accident" shall be $30,000.

The total amount of any applicable deductible shall be deducted from the total amount of all sums which we are obligated to pay for all loss and expense arising out of "bodily injury" sustained by one or more "injured persons" to whom such deductible applies as the result of any one "accident" and, subject to the foregoing, the total limit of compensation payable by us with respect to loss and expense of such "injured person" or persons shall be the difference between such deductible amount and the limit of compensation specified in the coverage part.

2. Damage To Property Other Than A Motor Vehicle

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage for all damage to property as the result of any one "accident" shall be $10,000.

E. Changes In Conditions

The conditions are changed for Delaware Personal Injury Protection Coverage as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt written notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "injured person's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "injured person" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "injured person's" own cost.

(2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

(4) Authorize us to obtain medical reports, copies of records and loss of earnings information or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

 Copyright, Insurance Services Office, Inc., 1997

(6) As promptly as practical and in no event more than two years after expenses are incurred, give us written proof of claim, under oath if required.

c. If an "injured person" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

d. If there is "loss" to an "insured motor vehicle" or its equipment you must also do the following:

(1) Promptly notify the police if the "insured motor vehicle" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the "insured motor vehicle" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the "insured motor vehicle" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

e. In the event of loss to property other than a motor vehicle:

(1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at our request; and

(2) Within 91 days after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

2. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance—Primary And Excess Insurance Provisions** in the Truckers And Motor Carrier Coverage Forms is amended by the addition of the following:

For damage to property other than a "motor vehicle", this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the "insured motor vehicle" would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.

3. **Policy Period, Coverage Territory** is amended by the addition of the following:

For damage to property other than a "motor vehicle", we cover "accidents" and "losses" occurring during the policy period shown in the Declarations and in the State of Delaware.

The following conditions are added:

COORDINATION AND NON-DUPLICATION

1. For Personal Injury Protection benefits, no "injured person" shall recover duplicate Personal Injury Protection payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.

2. For Personal Injury Protection benefits, this coverage is excess to any other similar automobile coverage available:

a. To an "injured person" as a result of "bodily injury" sustained while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a "motor vehicle" with respect to which the security required under the Delaware Motorists Protection Act is in effect; or

b. To an "injured person", other than a resident of the State of Delaware, as a result of "bodily injury" sustained while "occupying" the "insured motor vehicle" if the "accident" occurs outside the State of Delaware.

3. Any automobile medical payments coverage and any uninsured motorists coverage provided under this policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for Personal Injury Protection and for Damage to Property Other Than a Motor Vehicle.

Copyright, Insurance Services Office, Inc., 1997

DENTAL OR SURGICAL PROCEDURES, MEDICAL EXPENSE AND LOSS OF EARNINGS

For Personal Injury Protection benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and "loss of earnings", the necessity of which have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the "accident", which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the "accident". We shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed ninety days.

ARBITRATION

We shall submit to arbitration any claim for Personal Injury Protection benefits provided by this endorsement, and any claim for damage to a "motor vehicle", including loss of use of such vehicle; provided the person claiming loss or damage shall make a written request for arbitration to the Insurance Commissioner of the State of Delaware within 90 days from the date an offer of settlement or denial or coverage or liability has been made by us.

STATUTORY PROVISION

Notwithstanding any of the terms and conditions of the policy, the coverage afforded under this insurance is, subject to its terms and conditions, at least as extensive as the minimum coverage required by Del. Code Ann. Tit. 21, Chapter 21, SUBCHAPTER 1.

F. Additional Definitions

1. The definition of "auto" in the **Definitions** Section does not apply. The following definition of "motor vehicle" applies instead:

   a. Personal Injury Protection

   "Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks.

   b. Damage To Property Other Than A Motor Vehicle

   "Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Motor vehicle" also includes self-propelled mobile equipment.

2. The definition of "insured" in the **DEFINITIONS** Section does not apply. The following definition of "injured person" applies instead:

   "Injured person" means:

   a. Any person injured while occupying the "insured motor vehicle";

   b. Any person injured in an "accident" involving the "insured motor vehicle"; or

   c. You or any "family member" injured while a pedestrian or while occupying any "motor vehicle", other than the "insured motor vehicle".

3. As used in this endorsement:

   a. "Family member" means members of your immediate family not having a separate household and persons actually residing with and economically dependent upon you.

   b. "Insured motor vehicle" means:

   (1) For Personal Injury Protection, a "motor vehicle" owned by you to which the bodily injury liability coverage of the coverage part applies and which is registered in the State of Delaware.

   (2) For Damage To Property Other Than A Motor Vehicle, a "motor vehicle" owned by you to which the property damage liability coverage of the coverage part applies and which is registered in the State of Delaware.

 Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of $ is applicable to

☐ the following "named insured" only:

☐ each "named insured" and each dependent – "family member".

☐ Work loss for "named insured" does not apply.

☐ Work loss for "named insured" and dependent – "family member" does not apply.

Benefits	Limit Per Person
Total Aggregate Limit	Up to $10,000
Death Benefits	$5,000 (included in aggregate)
Medical Expenses	80% of medical expenses subject to total aggregate limit
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services Expense	subject to total aggregate limit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expense

All reasonable "medically necessary" expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary".

2. Replacement Services Expenses

With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

© ISO Properties, Inc., 2004

3. **Work Loss**

   With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. **Death Benefits**

B. Who Is An Insured

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person:
   a. Caused by his or her own intentional act; or
   b. While committing a felony.
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;
6. To any person, other than the "named insured" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this policy, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be $10,000, provided that payment for Death benefits included within the total aggregate, shall be $5,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.

E. Changes In Conditions

The Conditions are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss**

   In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

   If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third

© ISO Properties, Inc., 2004

party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

2. **Legal Action Against Us** is changed by adding the following:

   a. No legal action may be brought against us until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us:

      (1) Until the claim for benefits is overdue in accordance with Paragraph **E.4.** of this endorsement; and

      (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-Fault Law sent to us via U.S. certified or registered mail; and

      (3) With respect to the overdue claim specified in the demand letter, if, within 15 days of receipt of the demand letter, we:

         (a) pay the overdue claim; or

         (b) agree to pay for future treatment not yet rendered;

      in accordance with the requirements of the Florida Motor Vehicle No-Fault Law.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

   a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.

   b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.

   c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle".

4. The following condition is added:

   Payment Of Benefits

   Personal injury protection benefits payable under this coverage form, whether the full or partial amount, shall be overdue if not paid within 30 days after we are furnished with written notice of the covered "loss" and the amount of the covered "loss" in accordance with the Florida Motor Vehicle No-Fault Law.

5. The **Concealment, Misrepresentation Or Fraud** provision is replaced by the following:

   We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of that "insured's" fraud shall be recoverable from that "insured".

F. Additional Conditions

The following Conditions are added:

1. **Mediation**

   a. In any claim filed by an "insured" with us for:

      (1) "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

      (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or

© ISO Properties, Inc., 2004

(3) "Loss" to a covered "auto" or its equipment, in any amount,

either party may make a written demand for mediation of the claim prior to the institution of litigation.

b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.

c. The request must state:

(1) Why mediation is being requested.

(2) The issues in dispute, which are to be mediated.

d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. **Modification Of Policy Coverages**

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

3. **Proof Of Claim; Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, we will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. **Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

© ISO Properties, Inc., 2004

5. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:

> The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Policy Period; Territory

The insurance under this Section applies only to "accidents" which occur during the policy period:

a. In the state of Florida;

b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and

c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions

As used in this endorsement:

1. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;

However, "motor vehicle" does not include:

a. A mobile home;

b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

2. "Family member" means a person related to the "named insured" by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the "named insured".

3. "Named insured" means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.

4. "Occupying" means in or upon or entering into or alighting from.

5. "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:

a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;

b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and

c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.

7. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:

a. In accordance with generally accepted standards of medical practice;

b. Clinically appropriate in terms of type, frequency, extent, site and duration; and

c. Not primarily for the convenience of the patient, physician, or other health care provider.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE

	Benefits	Limit
A.	Medical Expenses	Up to $4,500
B.	Rehabilitation Expenses	Up to $4,500
C.	Work Loss	$900 per month maximum, up to 1 year maximum
D.	Essential Service Expenses	Up to $25 per day, up to 365 days maximum
E.	Funeral Expenses	Up to $2,000 per person
F.	Survivor's Loss	$900 per month maximum and $25 per day essential service expenses, both up to 365 days maximum *

*Survivors loss shall be paid for a period not to exceed 1 year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.

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

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Kansas Automobile Injury Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the ownership, operation, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses. All reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, necessary health care rendered by licensed psychologists and also includes services recognized and permitted under the laws of Kansas for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with such person's religious beliefs.
2. Rehabilitation Expenses. All reasonable expenses incurred for necessary psychiatric or psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the "insured" to obtain suitable employment.
3. Work Loss. Loss during the "insured's" lifetime of "monthly earnings" due to such person's inability to engage in available and appropriate gainful activity, provided the "bodily injury" sustained is the proximate cause of such liability.
4. Essential Service Expenses. Appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the "bodily injury", the "insured" would have performed for the benefit of such person or such person's family.

 Copyright, Insurance Services Office, Inc., 1997

5. Funeral Expenses. Funeral, burial or cremation expenses incurred.
6. Survivor's Loss. Total allowances to all "survivors" for:
   a. Loss after an "insured's" death of his or her "monthly earnings", and
   b. Essential service expenses incurred after the "insured's" death, reduced by the amount of any expenses of the survivors which have been avoided by reason of the "insured's" death.

B. Who Is An Insured

1. You if you sustain "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
2. If you are an individual, any "family member" if the "family member" sustains "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle" or as a pedestrian through direct physical contact with the "insured motor vehicle" while not "occupying" any "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by you or any "family member" while "occupying" any "motor vehicle" owned by you which is not a covered "auto".
2. Sustained by any person operating the covered "auto" without your express or implied consent.
3. Sustained by any person if such person:
   a. Causes such "bodily injury" to him or herself intentionally,
   b. Is an intentional converter of a "motor vehicle" at the time such "bodily injury" is sustained,
   c. Is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurred off the business premises, or
   d. Is injured as a result of conduct in the course of loading or unloading a "motor vehicle" unless the conduct occurred while "occupying" such "motor vehicle".
4. Sustained by any person other than you if such person is the owner of a "motor vehicle" with respect to which security is required under the Kansas Automobile Injury Reparations Act.
5. Sustained by any person, other than you, injured while "occupying" or when struck by any "motor vehicle" other than a covered "auto", with respect to which the security required by the Kansas Automobile Injury Reparations Act is in effect.
6. Sustained by any person other than you or any "family member" not a resident of Kansas while not "occupying" the covered "auto".

D. Limit Of Insurance

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits for "bodily injury" sustained by any one person in any one "motor vehicle accident" is limited as follows:

1. Medical Expenses shall not include rehabilitation expenses. The maximum amount payable shall not exceed $4,500;
2. Rehabilitation Expenses shall not include medical expenses. The maximum amount payable shall not exceed $4,500;
3. Work Loss shall not exceed:
   a. $900 per month for a period of no more than one year after the date the "insured" first becomes unable to engage in available and appropriate gainful activity, and
   b. Shall be limited to 85% of any such work loss unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. Essential Service Expenses incurred during the lifetime of the "insured" shall not exceed $25 per day for a period not to exceed three hundred sixty-five days after the date such expenses are first incurred;
5. Funeral Expenses shall not exceed $2,000;
6. Survivor's Loss shall not exceed $900 per month for the loss of "monthly earnings" of the "insured" and shall not exceed $25 per day for essential service expenses. All survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.

Copyright, Insurance Services Office, Inc., 1997

004960

7. Any amount payable by us under the terms of this coverage shall be reduced by the amount payable on account of such "bodily injury" under any workers' compensation law.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by the addition of the following:

   a. If an "insured" or such person's legal representative or "survivors" institute legal action to recover damages for "bodily injury", such person must as soon as practicable give us a copy of the summons and complaint or other process served in connection with the legal action.

   b. The "insured" or someone on such person's behalf must as soon as practicable give us written proof of claim, including:

   (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

   (2) Such other information that will help us determine the amount due and payable.

   No claim for personal injury protection benefits shall be made after two years from the date of the "bodily injury".

2. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   a. In the event of recovery by the "insured", such person's dependents or personal representatives by judgment, settlement or otherwise against the party causing "bodily injury" pursuant to K.S.A. Supp. 40-3117, the "insured's" rights shall be transferred to us to the extent of duplicative personal injury protection benefits provided to date of such recovery. We shall have a lien against such recovery and may intervene in any action to protect and enforce such lien. The amount of any judgment in any such action, settlement or recovery otherwise recovered by the "insured", such person's dependents or personal representatives prior to the completion of personal injury protection benefits, otherwise actually paid and recovered which is in excess of the amount of personal injury protection benefits paid to the date of recovery of such judgment, settlement or recovery otherwise shall be credited against future payments of said personal injury protection benefits.

   b. In the event an "insured", such person's dependents or personal representative fails to commence an action against the party causing the "bodily injury" within eighteen months after the date of the "accident" that resulted in injury, such failure shall operate as an assignment to us of any cause of action which the "insured", the dependents or personal representatives of such person may have against the party causing "bodily injury" for the purpose and to the extent of recovery of damages which are duplicative of personal injury protection benefits. We may enforce the action in our name or that of the "insured", representatives or dependents of the "insured" for their benefit as their interest may appear by proper action in any court of competent jurisdiction.

   c. In the event of recovery pursuant to K.S.A. 60-258a, and amendments thereto, any rights transferred to us shall be reduced by the percentage of negligence attributable to the "insured".

   d. Pursuant to this section, the court shall fix attorney fees which shall be paid proportionately by the "insured", such person's dependents or personal representatives and us in the amounts determined by the court.

3. **Concealment, Misrepresentation Or Fraud** does not apply.

4. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   If two or more insurers or self-insurers are liable to pay personal injury protection benefits for the same injury to any one "insured", the maximum recovery under all applicable policies will not exceed the amount payable under the policy with the highest dollar limits of benefits. Personal injury protection coverage shall be provided in accordance with the following order of priorities, under the policy providing the security required by the Kansas Automobile Injury Reparations Act to:

Copyright, Insurance Services Office, Inc., 1997

First Any "motor vehicle" owned by the "insured";

Second The "motor vehicle" the "insured" was "occupying" or struck by at the time of the "accident"; or

Third The covered "auto", for injury sustained by a "family member" while "occupying" or when struck by any "motor vehicle" outside the state of Kansas, who is not a "named insured" under a separate policy.

5. **The Policy Period, Coverage Territory Condition** is replaced by the following:

   This coverage part applies only to "accidents" which occur during the policy period:

   a. In the state of Kansas, and

   b. With respect to the "named insured" or "family member", while "occupying" or when struck by any "motor vehicle", outside the state of Kansas but within the United States of America, its territories or possessions, or Canada.

6. The following conditions are added:

   PAYMENT OF BENEFITS

   Personal injury protection benefits payable under this coverage form shall be overdue if not paid within thirty days after we are furnished written notice of the fact of a covered "loss" and the amount of the covered "loss". Work loss that is payable under this coverage form shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty days after such written notice is furnished to us. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per year.

   COORDINATION AND NON-DUPLICATION

   a. Any "auto" medical payments coverage provided under this coverage part shall be excess insurance over any personal injury protection benefits paid or payable under this or any other "auto" insurance policy because of "bodily injury" sustained by an "insured".

   b. In the event that there is a conflict between the provisions of this endorsement and the provisions of the coverage form to which it is attached, the provisions of the coverage form are superseded by the provisions of this endorsement.

   c. Terms of this coverage form which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

F. Additional Definitions

As used in this endorsement:

1. "Insured motor vehicle" means a "motor vehicle" of which the "named insured" is the owner and with respect to which:

   a. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged; and

   b. The "named insured" is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act.

2. "Monthly earnings" means:

   a. One-twelfth of the annual earnings, at the time the "bodily injury" was sustained, of an "insured" who is regularly employed or regularly self-employed; or

   b. One-twelfth of the anticipated annual earnings of an "insured" who is not regularly employed or self-employed, or who is unemployed, from the time such person would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed "insured" who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five years preceding the year of such person's "bodily injury", during which such person was employed; or

   c. With respect to Survivor's Loss in the event of death of an "insured" who was a social security recipient or a retirement or pension benefit recipient, or both, at the time of such "insured's" death, one-twelfth of the annual amount of the difference between the annual amount of social security benefits or retirement benefits, or both, which the "insured" was receiving at the time of such person's death and the annual amount of social security benefits or retirement benefits, or both, that the

Copyright, Insurance Services Office, Inc., 1997

survivor is receiving after the time of such "insured's" death.

3. "Motor vehicle" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semitrailer, or pole trailer designed for use with such a vehicle; but shall not include a motorized bicycle.
4. "Named insured" means the individual named in the declarations and also includes such person's spouse, if a resident of the same household, and also includes the owner.
5. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
6. "Occupying" means in or upon or entering into or alighting from.
7. "Survivor" means a deceased "insured's" spouse, or child under the age of eighteen years, where such person's death resulted from a "bodily injury".

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

The Company will pay Personal Injury Protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 39 incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

1. Medical Expense

Reasonable charges incurred for reasonably needed products, services, and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services, and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semiprivate accommodations, unless intensive care is medically required.

2. Work Loss

Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her.

3. Replacement Services Loss

Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured.

4. Survivor's Economic Loss

Loss after the "insured's" death of contributions of things of economic value to his "survivors", not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of "survivors" avoided by reason of the eligible injured person's death.

5. Survivor's Replacement Services Loss

Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss.

6. Funeral Expense

Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

B. Who Is An Insured

1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall

Copyright, Insurance Services Office, Inc., 2000

not be an "insured", unless personal injury protection coverage has subsequently been purchased for such person under this policy, or

2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle", provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "relative", who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by, any "motor vehicle", other than the "insured motor vehicle", with respect to which the security required under the Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
3. Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle".
4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.
5. Sustained by any "pedestrian", other than the "named insured" or any "relative", outside the Commonwealth of Kentucky.
6. Sustained by any person, other than the "named insured" or any "relative" while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

   This exclusion does not apply to "bodily injury" sustained by any occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies.
7. Sustained by any person arising out of the use of any "motor vehicle" while located as a residence or premises.
8. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
9. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
10. Sustained by any person while "occupying" a motorcycle, unless the Declarations indicates a premium for Motorcycle Personal Injury Protection Coverage.
11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the Company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $10,000 in the aggregate, and subject to such aggregate limit:

Copyright, Insurance Services Office, Inc., 2000

a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss, and survivor's replacement services loss shall not exceed $200 per week in the aggregate prorated for any lesser period, provided that if the "insured's" earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;

b. The maximum amount payable for funeral expense shall not exceed $1,000.

2. Any amount payable by the Company under the terms of this coverage shall be reduced by any applicable deductible set forth in the declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that, a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:

a. All benefits or advantages a person receives or is entitled to receive from workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.

b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the Company reasonable proof of a lower value of the income tax advantage.

E. Changes In Conditions

The Conditions are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

a. In the event of an "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the Company or any of its authorized agents as soon as practicable.

b. As soon as practicable, the "insured" or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the Company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

3. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident", the maximum recovery under all such

 Copyright, Insurance Services Office, Inc., 2000

insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

4. The following Conditions are added:

EXCESS COVERAGES

1. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured";

2. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

NON-DUPLICATION OF BENEFITS

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans.

CONSTITUTIONALITY CLAUSE

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

NOTICE TO POLICYHOLDERS

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury". Kentucky Revised Statutes Section 304.39-060 provides in part:

(1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this Act, and in particular those provisions which are contained in this section.

(2) (a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance, or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury", sickness or disease to the extent the basic reparation benefits provided in this Act are payable therefor, or that would be payable but for any deductible authorized by this Act, under any insurance policy or other method of security complying with the requirements of this Act, except to the extent non-economic detriment qualifies under subsection **(2)(b)** hereof.

(b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this Act, or against any person or organization legally responsible for his acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury", sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this Act exceed $1,000.00 or the injury or disease consists in whole or in part of permanent disfigurement, a

Copyright, Insurance Services Office, Inc., 2000

fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death.

Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least $1,000.

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within subsection **(1)** of this section.

(3) Any person may refuse to consent to the limitations of his tort rights and liabilities as contained in this section. Such rejection must be in writing in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply....

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury".

F. Additional Definitions

As used in this endorsement:

1. "Named insured" means the person or organization named in the declarations.

2. "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. "Insured motor vehicle" means a "motor vehicle" with respect to which:

a. The "bodily injury" liability insurance of the policy applies and for which a specific premium is charged, and

b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.

4. "Occupying" means in or upon, entering into or alighting from.

5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.

6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage, or adoption including a minor in the custody of the "named insured", spouse or such related person who is a resident of the same household as the "named insured", whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.

7. "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

Copyright, Insurance Services Office, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Maryland, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Personal Injury Protection Benefits	**Total Aggregate Amount**
Medical expense benefits, income continuation benefits and essential services benefits	[X] $2,500 per "insured

In consideration of a reduction in premium, the following Personal Injury Protection waiver option applies as indicated below or in the Declarations:

☐ If you are an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:

1. You;
2. Any "family member" aged 16 or over; and
3. All drivers shown on the Coverage Form.

☐ If you are other than an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:

1. You; and
2. All drivers shown on the Coverage Form.

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

A. Coverage

We will pay Personal Injury Protection benefits for loss and expense incurred because of "bodily injury" sustained by an "insured" and caused by an "accident" involving an "auto" as follows:

1. Medical expense benefits to or on behalf of each "insured". All reasonable expenses arising from the "accident" and incurred within three years from the date of the "accident" for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital and professional nursing services and funeral services (including funeral, burial or cremation services.)
2. Income continuation benefits to or on behalf of each "insured" who, at the time of the "accident", was an "income producer". Payment for 85% of the loss of gross income incurred within three years from the date of the "accident".
3. Essential services benefits to or on behalf of each "insured" who, at the time of the "accident", was not an "income producer". Reimbursement for necessary and reasonable payment made to others, not members of the "insured's" household, incurred within

Copyright, Insurance Services Office, Inc., 1998

three years from the date of the "accident" for essential services ordinarily performed by the "insured" for care and maintenance of his or her family household.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any other person while:
   a. "Occupying" the covered "auto" as a guest or passenger;
   b. Using the covered "auto" with your consent; or
   c. A "pedestrian" through being struck by the covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

1. Any person who intentionally causes the "auto" "accident";
2. Any person while operating or voluntarily riding in an "auto" known by him or her to be stolen;
3. Any person while in the commission of a felony or fleeing or attempting to elude a police officer;
4. Any person arising out of the ownership, maintenance or use of a motorcycle by such person;
5. Any person who is a pedestrian injured in an "accident" outside of Maryland and who is not a resident of Maryland;
6. You or any "family member" while "occupying" or struck by any "auto" owned by you or any "family member" that is not a covered "auto";
7. Any person while "occupying" an "auto" other than the covered "auto" under this coverage part or while a "pedestrian" struck by any "auto" other than the covered "auto" if such "auto" has the coverage required under Section 539 of Article 48 of the Annotated Code of Maryland in effect;
8. Any person while "occupying" an "auto" you own which is rented or borrowed from you for use as a "replacement vehicle" for a vehicle not in use if the vehicle not in use has the coverage required under Section 539 of Article 48 of the Annotated Code of Maryland in effect. This exclusion applies only if this Coverage Form is used with the Garage Coverage Form;
9. (If you are an individual), you, any "family members" aged 16 or over and all drivers shown on the coverage form, if the Schedule indicates that the Personal Injury Protection waiver has been selected; or
10. (If you are other than an individual), you and all drivers shown on the coverage form, if the Schedule indicates that the Personal Injury Protection waiver has been selected.

D. Limit Of Insurance

1. Regardless of the numbers of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits to or for any one "insured" as the result of any one "accident" is the total aggregate amount per "insured" shown in the Schedule.
2. Any amount paid under this coverage to or on behalf of an "insured" will be reduced by any amount paid to or on behalf of that "insured" under any workers' compensation law of any state or the federal government.

E. Changes In Conditions

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

   If an "insured" is injured, that "insured" or someone on his or her behalf must promptly give us, within a period not to exceed 12 months after the date of the "accident".

   a. Written proof of claim;
   b. Full particulars of the nature and extent of the injuries and treatment received and contemplated; and
   c. Such other information that will help us determine the amount due and payable.

   If benefits for loss of wages or salary (or, in the case of a self-employed "insured", their equivalent) are claimed, the person presenting such claim shall authorize us to obtain details of all wage and salary payments (or their equivalent) paid to him or her by any employer or earned by him or her since the time of the "bodily injury" or during the year immediately preceding the date of the "accident".

   In the event of the "insured's" death or incapacity, his or her legal representative shall,

Copyright, Insurance Services Office, Inc., 1998

upon each request by us, execute authorization to enable us to obtain medical records and copies of records.

Proof of claim shall be made upon forms furnished by us, unless we have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath if required, by any person named by us as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an "insured" who has received benefits under this coverage and he or she subsequently claims a recurrence of the "bodily injury" for which the original claim was made, such "insured" or someone on his or her behalf shall be required to submit to us reasonable medical proof of such recurrence.

Payment of personal injury protection benefits shall be made promptly and within 30 days after satisfactory proof of claim has been submitted to us.

2. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in Truckers and Motor Carrier Coverage Forms is amended by the addition of the following:

   With respect to you or any "family member" who sustains "bodily injury" while "occupying", or while a "pedestrian" through being struck by, an "auto" not insured as required under Article 48A, Section 539 and 541 of the Maryland Code:

   a. If there is no other available personal injury protection coverage, the benefits payable under this Coverage Part will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto".

   b. If there is other available personal injury protection coverage, the aggregate maximum amount payable for personal injury protection benefits under this and all other policies shall not exceed the highest applicable limit of insurance for such coverage under any one of such policies, provided that such aggregate maximum amount will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto". This reduction shall not apply to benefits paid or payable under any uninsured motorists coverage or by the Maryland Unsatisfied Claim and Judgment Fund.

   In addition, any automobile medical payments coverage provided under the coverage part is excess over any medical expense benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Auto" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.
2. "Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, but the term "bodily injury" shall not include:
   a. Bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing; and
   b. Bodily injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.
3. "Family member" means a person related to you by blood, marriage or adoption who is a resident of the same household, and includes your unmarried and unemancipated children, while away from your household attending school or while in military service.
4. "Income" means wages, salary, tips, commissions, professional fees, and other earnings from business or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services.
5. "Income producer" means a person who at the time of the "accident" was in an occupational status where he or she was earning or producing "income".
6. "Occupying" means in or upon or entering into or alighting from.

 Copyright, Insurance Services Office, Inc., 1998

7. "Pedestrian" means any person not "occupying" an "auto", including an individual in, on, or alighting from any other vehicle operated by animal or muscular power, or on or alighting from an animal.

8. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing or damage.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Coverage	Limit Of Insurance
Medical Expenses	No specific dollar amount
Funeral Expenses	Up to $1,750 per person
Work Loss	Up to $4,293* for any 30 day period
Replacement Services	$20 per day maximum
Survivors Loss Benefits Consisting Of Income Loss Benefits And Replacement Services	Up to $4,293* for any 30 day period subject to a $20 per day maximum for replacement services.

* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

2. Funeral Expenses

Reasonable funeral and burial expenses.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies.

5. Survivors loss benefits consisting of:

a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have re-

© ISO Properties, Inc., 2004

ceived, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the "accident", but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the 3 years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury":
   a. While "occupying" a covered "auto", or
   b. As the result of an "accident" involving any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the policy's Liability Coverage, or
   c. While not "occupying" any "auto" as a result of an "accident" involving a covered "auto".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
2. To anyone using an "auto" he or she has taken unlawfully, unless that person reasonably believed he or she was entitled to use the "auto".
3. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
4. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
5. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.
6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone "occupying" a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a "family member" under another policy. This exclusion does not apply to you or any "family member" or anyone "occupying" a motorcycle.
8. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
9. To anyone while "occupying" an "auto" located for use as a residence or premises.
10. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
    a. School bus;
    b. Certified common carrier;
    c. Bus operated under a government sponsored transportation program;
    d. Bus operated by or servicing a non-profit organization;
    e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
    f. Taxicab.
11. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
12. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does

© ISO Properties, Inc., 2004

not apply to you or a "family member"; nor does it apply under medical, or funeral expense benefits.

13. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:

    a. The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury", or

    b. The "bodily injury" results from physical contact with:

        (1) Equipment permanently mounted on the "auto" while the equipment is being used, or

        (2) Property being lifted onto or lowered from the "auto", or

    c. The "bodily injury" is sustained while "occupying" the "auto".

    However, Exceptions **b.** and **c.** to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading, or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.

14. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

    a. The benefits serve the same purpose as Personal Injury Protection benefits; and

    b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

E. Changes In Conditions

The conditions are changed for Personal Injury Protection as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

    If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

    If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. **Legal Action Against Us** is amended by the addition of the following:

    No claimant may bring a legal action for personal injury protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent payment. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. The following conditions are added:

    REIMBURSEMENT AND TRUST

    If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

 © ISO Properties, Inc., 2004

COORDINATION AND NON-DUPLICATION

a. If an "insured" is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.

b. No person may recover duplicate benefits for the same expenses or loss.

PREMIUM RECOMPUTATION

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the policy.

2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PROPERTY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. COVERAGE

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto." A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the LIABILITY COVERAGE of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

B. EXCLUSIONS

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage."
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage."
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto."
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member." This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. "Property damage" to property that occurs within the course of the business of repairing, servicing, or otherwise maintaining motor vehicles.

C. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is $1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to

 Copyright, Insurance Services Office, Inc., 1994

the application of our LIMIT OF INSURANCE. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. CHANGES IN CONDITIONS

The CONDITIONS are changed for PROPERTY PROTECTION COVERAGE as follows:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. LEGAL ACTION AGAINST US is amended by the addition of the following:

   No action to recover property protection insurance may be brought against us more than a year after the "accident."
3. The following CONDITIONS are added:

REIMBURSEMENT AND TRUST

If we make any payment to a claimant who recovers from a party legally responsible for "property damage," the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

NON-DUPLICATION

We will not pay duplicate benefits for the same expenses or loss.

CLAIMANTS NOTICE TO US

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

E. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

SCHEDULE

In consideration of an increase in premium, the following Personal Injury Protection Coverage option applies as indicated below or in the Declarations:

☐ The Named Insured elects to add together 2 or more Personal Injury Protection Coverages. (Refer to Paragraph **3.** of the Limit Of Insurance Provision.)

In consideration of a reduction in premium, exclusion of work loss applies as indicated below or in the Declarations:

☐ Work loss will not be provided for the "named insured" age 65 or older.

☐ Work loss will not be provided for the "named insured" and any "family member" age 65 or older.

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

A. Coverage

The Company will pay, in accordance with the Minnesota No-Fault Automobile Insurance Act, Personal Injury Protection benefits incurred with respect to "bodily injury" sustained by an "insured" caused by an "accident" arising out of the maintenance or use of a "motor vehicle" as a vehicle, or through being struck by a motorcycle. These Personal Injury Protection benefits consist of the following:

1. Medical Expenses

Means all reasonable expenses incurred for necessary:

a. Medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices;

b. Prescription drugs;

c. Ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;

d. Sign interpreting and language translation services, other than such services provided by a member of the "insured's" family, related to the receipt of medical expenses provided under Paragraph **A.1.** of this provision; and

e. Hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious belief; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

2. Work Loss

Means:

a. 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis including the costs incurred by an "insured" who is self-employed in hiring substitute "employees" to perform tasks which are necessary to maintain his or her income, which he or she normally performs himself or herself, and which he

© ISO Properties, Inc., 2000

or she cannot perform because of his or her injury; or

b. Lost unemployment benefits in an amount equal to the unemployment benefits otherwise payable, if the "insured":

(1) Is unemployed at the time of the injury and is receiving or is eligible to receive unemployment benefits; and

(2) Loses eligibility for unemployment benefits because of his or her inability to work caused by injury;

reduced by any income from work actually performed by the "insured", or by any income he or she would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake.

3. Essential Services Expenses

Expenses reasonably incurred during a period commencing 8 days after the date of the accident and during the "insured's" lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he or she not been injured, he or she would have performed not for income but for the direct benefit of himself or herself or his or her household; if the non-fatally injured "insured" normally, as a full time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance, if greater than the expense incurred.

4. Funeral Expenses

Reasonable expenses for professional funeral and burial services including expense for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act.

5. Survivors' Loss

Means:

a. "Loss", in the event of the death of an "insured" occurring within one year from the date of the "accident", of contributions of money or tangible things of economic value, not including services, that his or her surviving dependents would have received from him or her for their support during their dependency had he or she not suffered the fatal "bodily injury", and

b. Expenses reasonably incurred by surviving dependents after the death of an "insured" in obtaining ordinary and necessary substitute services in lieu of those he or she would have performed for their benefit had he or she not suffered the fatal "bodily injury"; minus expenses of the surviving dependents avoided by reason of such death,

provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he or she attains majority, marries or becomes otherwise emancipated, or dies.

B. Who Is An Insured

1. The Named Insured or any "family member" who sustains "bodily injury" while "occupying" a "motor vehicle", or while a pedestrian as a result of an "accident" involving any "motor vehicle" or motorcycle.

2. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle", or while a pedestrian as a result of an "accident" involving the "insured motor vehicle".

3. Any other person who sustains "bodily injury" while "occupying" a "motor vehicle" not owned by, but operated by the Named Insured or "family member", other than a public or livery conveyance, if the "bodily injury" results from the operation of the "motor vehicle", by the Named Insured or "family member".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any "family member" if such "family member" is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured under the terms of any other Coverage Form or policy with respect to such coverage.

2. Sustained by any person, other than the Named Insured or "family member", if such person is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured or "family member" under the terms of any other Coverage Form or policy with respect to such coverage.

3. Sustained by any person arising out of the maintenance or use of a "motor vehicle":

a. Being used in the business of transporting persons or property, or

© ISO Properties, Inc., 2000

b. Furnished by the employer of the Named Insured or "family member",

if with respect to such vehicle the security required by the Minnesota No-Fault Automobile Insurance Act is in effect, provided that such "bodily injury" is sustained while not "occupying" another involved "motor vehicle"; however, this exclusion does not apply to **(i)** the "insured motor vehicle", **(ii)** a commuter van as defined in the Minnesota No-Fault Automobile Insurance Act, **(iii)** a vehicle being used to transport children to school or to a school sponsored activity, **(iv)** a vehicle being used to transport children as part of a family or group family day care program, **(v)** any bus, other than a bus included as a vehicle described in **(ii)**, **(iii)**, or **(iv)** above, while in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota No-Fault Automobile Insurance Act, or **(vi)** a passenger in a taxi.

4. To any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his or her intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her survivors are not entitled to any survivors' loss benefits.

5. Sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor, other than a rally held in whole or in part upon public roads.

6. Sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.

7. Sustained by any person if such injury arises out of conduct in the course of loading or unloading any "motor vehicle" unless the conduct occurs while such person is "occupying" such "motor vehicle".

8. Sustained by any person while "occupying" a motorcycle.

9. To Personal Injury Protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one "accident".

10. Sustained by any person, other than the Named Insured or any "family member", arising out of the maintenance or use by such person of a "motor vehicle" without a good faith belief that he or she is legally entitled to use such "motor vehicle".

11. Sustained by any person, other than the Named Insured or any "family member", while a pedestrian through being struck by the "insured" "motor vehicle", if the "accident" occurs outside the State of Minnesota.

12. Sustained by any person arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.

13. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

14. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

15. With respect to work loss, essential services expenses, and survivors' loss benefits, sustained by any person, other than the Named Insured or "family member", while "occupying" any "motor vehicle", not owned by the Named Insured or "family member", which is being operated by the Named Insured or "family member".

16. Sustained by any person, other than the Named Insured or any "family member", while "occupying" a vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more vehicles under common ownership or a vehicle owned by a government other than the State of Minnesota, its political subdivisions, municipal corporations, or public agencies, if the "accident" occurs outside the State of Minnesota.

D. LIMIT OF INSURANCE

1. Except as provided in Paragraph **3.**, regardless of the number of persons insured, policies or plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate and subject to such aggregate:

a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

© ISO Properties, Inc., 2000

b. The maximum aggregate amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed $20,000. Subject to this maximum aggregate:

(1) The maximum amount payable for work loss shall not exceed $250.00 per week.

(2) The maximum amount payable for essential services expenses shall not exceed $200.00 per week.

(3) The maximum amount payable for funeral expenses shall not exceed $2,000.

(4) The maximum amount payable for survivors' loss benefits:

(a) With respect to Paragraph **A.5.a.** of the definition of survivors' loss benefits shall not exceed $200.00 per week; and

(b) With respect to Paragraph **A.5.b.** of the definition of survivor's loss benefits shall not exceed $200.00 per week.

2. Any amount payable by the Company under the terms of this coverage shall be reduced by:

a. Any amounts paid, payable or required to be provided on account of such "bodily injury" under any workers' compensation law; except that if the "accident" involves a "motor vehicle" used in a "ride-sharing arrangement", this coverage shall be primary.

b. The amount of any deductible applicable to "medical expenses" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or by a "family member", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this Coverage Form, and such amount shall be allocated equally among them.

c. The amount of any deductible applicable to work loss set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or any "family member".

3. If the Schedule or Declarations indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, regardless of the number of persons insured, premiums paid or claims made, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate, per "insured motor vehicle", and subject to each such aggregate:

a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

b. The maximum amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed $20,000 per "insured motor vehicle". Subject to this maximum aggregate:

(1) The maximum amount payable for work loss shall not exceed $250.00 per week per "insured motor vehicle".

(2) The maximum amount payable for essential services expenses shall not exceed $200.00 per week per "insured motor vehicle".

(3) The maximum amount payable for funeral expenses shall not exceed $2,000 per "insured motor vehicle".

(4) The maximum amount payable for survivors' loss benefits:

(a) With respect to Paragraph **A.5.a.** of the definition of survivors' loss benefits shall not exceed $200.00 per week per "insured motor vehicle"; and

(b) With respect to Paragraph **A.5.b.** of the definition of survivors' loss benefits shall not exceed $200.00 per week per "insured motor vehicle".

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

a. In the event of any "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of

© ISO Properties, Inc., 2000

each "insured" to us or any of our authorized agents within six months from the date of the "accident". Failure to provide such written notice shall not render an "insured" ineligible to receive benefits unless actual prejudice is shown by us and then only to the extent of the prejudice. If an "insured", his or her legal representative or his or her surviving dependents shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her surviving dependents.

b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. An "insured" who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than medical rehabilitation procedure or treatment, shall notify us that he or she has undertaken the procedure, treatment or training within 60 days after a rehabilitation expense exceeding $1,000 has been incurred for the procedure, treatment, or training, unless we know or have reason to know of the undertaking. If the "insured" does not give the required notice within the prescribed time, we are responsible only for $1,000 or the expense incurred after the notice is given and within 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

2. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Subject to any applicable limitations set forth in the Minnesota statutes, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

a. Our rights under this condition do not apply against:

(1) The person or organization legally responsible for damages, if we also insure that person or organization for the same "loss" or damages; or

(2) Any "insured".

b. Our rights under this condition do not apply against a person who is 21 years of age or older who:

(1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

(2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

3. Other Insurance in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are amended by the following:

In the event the "insured" has other similar insurance including self-insurance available and applicable to the "accident", we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit of Insurance hereunder bears to the sum of the applicable Limits of Insurance of this coverage and such other insurance.

However, if the driver or occupant of a "motor vehicle" sustains "bodily injury" while using the vehicle in the business of transporting persons or property, this insurance is primary.

© ISO Properties, Inc., 2000

4. **The Two Or More Coverage Forms Or Policies Issued By Us** Policy Condition is replaced by the following:

   If the Schedule indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, the Two Or More Coverage Forms Or Policies Issued By Us provision in the Policy Conditions section of the Coverage Form does not apply to coverage afforded under this endorsement. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

5. The following Conditions are added:

   COORDINATION, NON-DUPLICATION AND PRIORITY OF PAYMENTS

   a. No "insured" shall recover duplicate benefits for the same elements of "loss" under this or any similar insurance including self-insurance.

   b. Any amount payable under any Uninsured Motorists Coverage afforded under this Coverage Form or policy shall be reduced by the amount of any Personal Injury Protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle insurance Coverage Form or policy because of "bodily injury" sustained by an "insured".

   REIMBURSEMENT AND TRUST

   Subject to any applicable limitations set forth in the Minnesota statutes, in the event of any payment to any person under this coverage:

   a. We shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the "bodily injury" because of which such payment is made; and we shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter.

   b. Such person shall hold in trust for our benefit all rights of recovery which he or she shall have against such other person or organization because of such "bodily injury".

   c. Such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such right; and

   d. Such person shall execute and deliver to us instruments and papers as may be appropriate to secure the rights and obligations of such person and us established by this provision.

   CONSTITUTIONALITY CLAUSE

   The premium for and the coverages of the policy have been established in reliance upon the provisions of the Minnesota No-Fault Automobile Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

   ARBITRATION

   If you and we disagree on the amount of "loss" under Personal Injury Protection and the disputed amount is:

   a. $10,000 or less, both parties must submit to arbitration;

   b. More than $10,000, we will advise the "insured" whether we will submit the claim to arbitration.

   Arbitration will be conducted in accordance with the Rules of Procedure For No-Fault Arbitration contained in the Minnesota Insurance Laws.

   In the event of arbitration, each party will select a competent arbitrator. The two arbitrators will select a competent and impartial umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen arbitrator; and

   b. Bear the other expenses of the arbitration and umpire equally.

   If we submit to arbitration, we still retain our right to deny the claim.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means the spouse or any person related to the Named Insured by blood, marriage or adoption, including a minor in the custody of the Named Insured, spouse or such related person who is a resident of

© ISO Properties, Inc., 2000

the same household as the Named Insured whether or not temporarily residing elsewhere.

2. "Insured motor vehicle" means a "motor vehicle" with respect to which:
   a. The "bodily injury" liability insurance of the Coverage Form or policy applies and for which a specific premium is charged, and
   b. The "named insured" is required to maintain security under the provisions of the Minnesota No-Fault Automobile Insurance Act.
3. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:
   a. Is required to be registered pursuant to Minnesota Statutes, Chapter 168, and
   b. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property, and includes a "trailer" with one or more wheels, when the "trailer" is connected to or being towed by a "motor vehicle".
4. "Occupying" means in or upon, entering into or alighting from.
5. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a "motor vehicle" when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as carpools, commuter vanpools and buspools whether or not furnished by an employer. It does not include transportation of "employees" by an employer from one place to another.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

EXTENDED MEDICAL EXPENSE BENEFITS

Benefits	Limit of Insurance
Medical Expenses	$ 1,000 per person per "accident"

PEDESTRIAN PERSONAL INJURY PROTECTION Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.

Covered Auto	**Premium**
	INCL

☐ **MEDICAL EXPENSE BENEFITS DEDUCTIBLE**

Unless otherwise indicated to the left, medical expense benefits are subject to a deductible of $250 per "accident".

When indicated to the left, medical expense benefits applicable to:

A. The "named insured" and, if the "named insured" is an individual, any "family members" will be subject to a deductible of $ per "accident" instead of the $250 deductible.

B. "Insured persons" other than the "named insured" and, if the "named insured" is an individual, any "family members" shall be subject to a separate deductible of $250 per "accident".

☐ **MEDICAL EXPENSE BENEFITS CO-PAYMENT**

Medical expense benefits are subject to a co-payment of 20% per "accident" for amounts payable between the applicable deductible and $5,000.

© ISO Properties, Inc., 2001

☐ **DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSES OPTION**

All Personal Injury Protection benefits other than medical expense benefits are deleted with respect to the "named insured" and, if the "named insured" is an individual, any "family members", when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.

☐ **MEDICAL EXPENSE BENEFITS-AS-SECONDARY OPTION**

If the "named insured" is an individual, medical expense benefits with respect to the "named insured" and "family members", are secondary to the health benefits plans under which the "named insured" and "family members" are insured, when indicated to the left.

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

A. Coverages

1. Personal Injury Protection

We will pay personal injury protection benefits for "bodily injury" sustained by an "eligible injured person" or an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

a. Medical Expense Benefits

An amount not exceeding $250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of $12 per day and a total limit of $4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

© ISO Properties, Inc., 2001

(1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between $5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death;

(2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between $4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred.

2. Extended Medical Expense Benefits

We will pay extended medical expense benefits for "bodily injury" sustained by an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading and unloading, of a "highway vehicle" not owned by or furnished or available for the regular use of the "named insured" or any "family member".

Subject to the limits shown in the Schedule or Declarations, Extended Medical Expense Benefits consist of the following:

Reasonable expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

3. Pedestrian Personal Injury Protection

This coverage applies to "pedestrians" and only to "accidents" which occur during the policy period in New Jersey. With respect to an "insured motor vehicle" as described for this Coverage, Pedestrian Personal Injury Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay pedestrian personal injury protection benefits to an "eligible injured person". These Pedestrian Personal Injury Protection benefits consist of:

a. Medical Expense Benefits

An amount not exceeding $250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that

© ISO Properties, Inc., 2001

is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability; not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of $12 per day and a total limit of $4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

(1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between $5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death;

(2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between $4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred.

B. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury":

a. To a person whose conduct contributed to the "bodily injury" in any of the following ways:

(1) While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or

(2) While acting with specific intent to cause injury or damage to himself or herself or others;

b. To any person who, at the time of the "accident", was the owner or registrant of a "private passenger auto" registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;

c. To any person who is not occupying a covered "auto", other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey;

d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;

e. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

g. To any person, other than the "named insured" or any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" or "family member" under the

© ISO Properties, Inc., 2001

terms of any other policy with respect to such coverage;

h. To any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" under the terms of another policy; or

i. To any person operating or occupying a "private passenger auto" without the permission of the owner or the "named insured" under the policy insuring that "auto".

j. For the following "diagnostic tests":

(1) Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;

(2) Iridology;

(3) Mandibular tracking and simulation;

(4) Reflexology;

(5) Spinal diagnostic ultrasound;

(6) Surface electromyography (surface EMG);

(7) Surrogate arm mentoring; or

(8) When used to treat temporomandibular joint disorder (TMJ/D):

(a) Doppler ultrasound;

(b) Electroencephalogram (EEG);

(c) Needle electromyography (needle EMG);

(d) Sonography;

(e) Thermograms/thermographs;

(f) Videofluoroscopy; or

(9) Any other "diagnostic test" that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation.

2. Extended Medical Expense Benefits

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits, except Exclusion **c.**, which does not apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits.

a. We will not pay Extended Medical Expense Benefits for "bodily injury" to any person, other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey.

b. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who is entitled to benefits for the "bodily injury" under:

(1) Personal Injury Protection Coverage; or

(2) Any:

(a) Workers' compensation law; or

(b) Medicare provided under federal law.

c. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who would be entitled to benefits for the "bodily injury" under Personal Injury Protection Coverage, except for the application of a:

(1) Deductible;

(2) Co-payment; or

(3) Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.

3. Pedestrian Personal Injury Protection

The exclusions that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except Exclusions **b.** and **c.**, which do not apply to Pedestrian Personal Injury Protection Coverage.

C. Limit Of Insurance

1. Any amount payable by us as Personal Injury Protection benefits for "bodily injury" shall be reduced by:

a. All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.

b. Medicare provided under federal law.

c. Benefits actually collected that are provided under federal law to active and retired military personnel.

2. Any amount payable by us as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services.

3. Any amounts payable for medical expense benefits as the result of any one "accident" shall be:

© ISO Properties, Inc., 2001

a. Reduced by the applicable deductible indicated in the Schedule or in the Declarations: and

b. Subject to the co-payment of 20% for the amount between the applicable deductible and $5,000.

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

5. If the Schedule or Declarations indicates that the "named insured" has elected the Medical Expense Benefits As Secondary Option, the following provisions apply to medical expense benefits:

a. **Priority Of Benefits**

(1) The health benefits plans under which the "named insured" and any "family member" are insured shall provide primary coverage for "allowable expenses" incurred by the "named insured" and any "family member" before any medical expense benefits are paid by us.

(2) This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses", which remained uncovered.

(3) The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".

b. **Determination Of Medical Expense Benefits Payable**

(1) To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and co-payment indicated in the Schedule or Declarations, had the "named insured" not elected the Medical Expense Benefits As Secondary Coverage Option.

(2) If the remaining "allowable expenses" are:

(a) Less than the benefits calculated in Paragraph **(1)** above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or co-payment.

(b) Greater than the benefits calculated in Paragraph **(1)** above, we will pay "actual benefits" equal to the benefits calculated in Paragraph **1.** above, without reducing the remaining "allowable expenses" by the deductible or co-payment.

(3) We will not reduce the "actual benefits" determined in Paragraph **2.**:

(a) By any deductibles or co-payments of the health benefits plans which have provided primary coverage for medical expense benefits; or

(b) For any "allowable expense" remaining uncovered which otherwise would not be an "eligible expense" under Personal Injury Protection Coverage, except as set forth in Paragraph **(4)** below.

(4) In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.

(5) The total amount of medical expense benefits for the "named insured" or any "family member" per "accident" shall not exceed the maximum amount payable for medical expense benefits under this policy.

c. **Health Benefits Plan Ineligibility**

(1) If, after the "named insured" has elected the Medical Expense Benefits As Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be

© ISO Properties, Inc., 2001

provided to the "named insured" or any "family member", subject to the following:

(a) Only Paragraph **1.** of the Limit Of Insurance Provision will apply with respect to medical expense benefits.

(b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:

(1) Be reduced by a deductible equal to the sum of $750 plus the applicable deductible indicated in the Schedule or in the Declarations; and

(2) Be subject to a co-payment of 20% for amounts less than $5,000 after the deductible has been applied.

(3) Be determined:

(i) By the medical fee schedules promulgated by the New Jersey Department of Insurance; or

(ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.

(4) Not exceed the maximum amount payable for medical expense benefits under this policy.

(2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:

(a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or

(b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.

(3) We shall be entitled to recover the difference between:

(a) The reduced premium paid under this policy for the Medical Expense Benefits As Secondary Option; and

(b) The premium which would have been paid under this policy had the "named insured" not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits As Secondary Option for the remainder of the policy period.

6. The limit of insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

D. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended by the addition of the following:

a. If an "eligible injured person", "insured person" or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:

(1) Full particulars of the nature and extent of the "bodily injury"; and

(2) Such other information that will help us determine the amount due and payable.

c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.

d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other

© ISO Properties, Inc., 2001

reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits co-payment in accordance with New Jersey law or regulation. This co-payment shall be in addition to:

(1) Any medical expense benefits deductible or co-payment; or

(2) Any penalty imposed in accordance with our Decision Point Review Plan.

2. The **Policy Period, Coverage Territory** Condition for Personal Injury Protection and Extended Medical Expense Benefits, is replaced by the following:

   This coverage part applies only to "accidents" which occur during the policy period:

   a. Anywhere in the world.

   b. For pedestrian Personal Injury Protection Coverage, the coverage territory is New Jersey.

3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

4. The following **Reimbursement And Trust** Condition is added:

   Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.

5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:

   a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our Decision Point Review Plan. In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

   b. Benefits payable under Paragraph **A.1.d.(1)** of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.

   c. Benefits payable under Paragraph **A.1.d.(2)** of the description of death benefits are payable to the person who has incurred the expense of providing essential services.

   d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

6. The following **Deletion Of Benefits Other Than Medical Expenses Option** Condition is added:

   When the Schedule or the Declarations indicate that the Deletion Of Benefits Other Than Medical Expenses Option applies, we will pay personal injury protection benefits consisting only of medical expense benefits for the "named insured" and "family members".

7. The following **Employee Benefits Reimbursement** Condition is added:

   If the "eligible injured person" or "insured person" fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, we may immediately apply to the provider of these benefits for reimbursement of any personal injury protection benefits that we have paid.

8. The following **Proof Of Health Benefits Plan Coverage** Condition is added:

   If the "named insured" has elected the Medical Expense Benefits As Secondary Option, the "named insured" shall provide proof that the "named insured" and "family members" are insured by health insurance coverage or benefits in a manner and to an extent ap-

© ISO Properties, Inc., 2001

proved by the New Jersey Department of Banking and Insurance.

9. The following **Special Requirements For Medical Expenses** Conditions are added:

   a. **Care Paths For "Identified Injuries" (Medical Protocols)**

      (1) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for "identified injuries". These courses of diagnosis and treatments are known as care paths.

      The care paths do not apply to treatment administered during "emergency care".

      (2) Upon notification to us of a "bodily injury" covered under this policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.

      (3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our Decision Point Review Plan.

      A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".

   b. **Coverage For "Diagnostic Tests"**

      (1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our Decision Point Review Plan:

      (a) Brain audio evoked potential (BAEP);

      (b) Brain evoked potential (BEP);

      (c) Computer assisted tomographic studies (CT, CAT Scan);

      (d) Dynatron/cyber station/cybex;

      (e) H-reflex Study;

      (f) Magnetic resonance imaging (MRI);

      (g) Nerve conduction velocity (NCV);

      (h) Somasensory evoked potential (SSEP);

      (i) Sonogram/ultrasound;

      (j) Visual evoked potential (VEP).

      (k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion j.:

      (i) Brain mapping;

      (ii) Doppler Ultrasound;

      (iii) Electroencephalogram (EEG);

      (iv) Needle electromyography (needle EMG);

      (v) Sonography;

      (vi) Thermography/thermograms;

      (vii) Videofluoroscopy; or

      (l) Any other "diagnostic test" that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.

      (2) The "diagnostic tests" listed under Paragraph **(2)(a)** must be administered in accordance with New Jersey Department of Banking and Insurance regulations which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

      However, those requirements do not apply to "diagnostic tests" administered during "emergency care".

      (3) We will pay for other "diagnostic tests" that are:

      (a) Not subject to our Decision Point Review Plan; and

      (b) Not specifically excluded under Exclusion **1.l.**; only if administered in accordance with the criteria for medical expenses as provided in this endorsement.

   c. **Decision Point Review Plan**

      (1) Coverage for certain medical expenses under this endorsement is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any

© ISO Properties, Inc., 2001

claim for medical expenses under this coverage.

(2) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:

(a) The requirements of the Decision Point Review Plan only apply after the tenth day following the "accident".

(b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury" or the administration of a "diagnostic test" listed under Paragraph **(2)(a)** is required.

The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.

(3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:

(a) Promptly review the notice and supporting materials; and

(b) If required as part of our review, request any additional medical records or schedule a physical examination.

(4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment or "diagnostic test" as indicated in our plan. Any determination we make will be based on the determination of a physician.

(5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.

(6) A penalty will be imposed in accordance with our plan if:

(a) We do not receive proper notice and "clinically supported" findings;

(b) We are not provided medical records if requested by us; or

(c) Any "eligible injured person" or "insured person" fails to appear for the physical examination if required by us.

d. Dispute Resolution

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with New Jersey law or regulation.

Any request for dispute resolution may include a request for review by a medical review organization.

5. The following condition is added for **Personal Injury Protection** and **Pedestrian Personal Injury Protection**:

COORDINATION AND NON-DUPLICATION

a. Regardless of the number of "autos" insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to "bodily injury" to any one person as the result of any one "accident" shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

b. If an "eligible injured person" under this coverage is also an "eligible injured person" under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid. The pro rata share is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

6. The following condition is added for **Personal Injury Protection** and **Extended Medical Expense Benefits:**

© ISO Properties, Inc., 2001

MEDICAL PAYMENTS DELETION

In consideration of the Coverage provided for Personal Injury Protection and Extended Medical Expense Benefits in Paragraphs **A.1.** and **A.2.** of this endorsement, and the adjustment of applicable rates because of "bodily injury" to an "eligible injured person", any auto medical payments coverage provided under the coverage part is deleted with respect to an "auto" which is a covered "auto".

E. Definitions

The **Definitions** Section is amended as follows:

1. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.

2. The following definitions are added for **Personal Injury Protection, Extended Medical Expense Benefits** and **Pedestrian Personal Injury Protection**:

a. "Actual benefits" means those benefits determined to be payable for "allowable expenses".

b. "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by the "named insured's" or "family member's" health benefits plan or personal injury protection benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.

c. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostics test", has:

(1) Physically examined the "eligible injured person" or "insured person" to ensure that the proper medical indications exist to justify ordering the treatment or test;

(2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;

(3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and

(4) Recorded and documented these observations, positive and negative findings and conclusions on the "insureds" medical records.

d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:

(1) Medical;

(2) Dental;

(3) Physical therapy;

(4) Chiropractic or

(5) Psychological diagnosis;

for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.

e. "Eligible expense" means:

(1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and co-payment(s), if any.

(2) In the case of personal injury protection benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and co-payment, shall not exceed:

(a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or

(b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.

f. "Emergency care" means all treatment of a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in

© ISO Properties, Inc., 2001

004978

death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medically necessary care immediately following an "accident", including but not limited to, immediate pre-hospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the "accident".

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

h. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:

(1) Hospital or health care facilities that are maintained by a State or any of its political subdivisions or licensed by the Department of Health and Senior Services.

(2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;

(3) A non-profit voluntary visiting nurse organization providing health care services other than in a hospital;

(4) Hospitals or other health care facilities or treatment centers located in other states or nations;

(5) Physicians licensed to practice medicine and surgery;

(6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (podiatrists), psychologists, physical therapists, health maintenance organizations, orthotists and prosthetists, professional nurses occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapists assistants and occupational therapy assistants;

(7) Registered bio-analytical laboratories;

(8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or

(9) Providers of other health care services or supplies including durable medical goods.

i. "Identified injury" means the following "bodily injuries" for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment;

(1) Cervical Spine: Soft Tissue Injury;

(2) Cervical Spine: Herniated Disc/Radiculopathy;

(3) Thoracic Spine: Soft Tissue Injury;

(4) Thoracic Spine: Herniated Disc/ Radiculopathy;

(5) Lumbar-Sacral Spine: Soft Tissue Injury;

(6) Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and

(7) Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.

j. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.

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

l. "Named insured" means the person or organization named in Item One of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family co-

© ISO Properties, Inc., 2001

partnership or corporation, the term "named insured" also includes the head of the household of each family designated in the policy as having a working interest in the farm.

m. "Pedestrian" means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.

n. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

(1) A private passenger or station wagon type auto;

(2) A van, a pickup or panel truck or delivery sedan; or

(3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.

A "private passenger auto" does not include:

(a) A motorcycle;

(b) An auto used as a public or livery conveyance for passengers;

(c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or

(d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

3. The following definition is added to the **Definitions** Section for **Personal Injury Protection**:

"Eligible injured person" means:

a. The "named insured" and, if the "named insured" is an individual, any "family member", if the "named insured" or the "family member" sustains "bodily injury":

(1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or

(2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".

b. Any other person who sustains "bodily injury":

(1) While, with your permission, that person is occupying, using, entering into or alighting from the covered "auto"; or

(2) While a "pedestrian", caused by the covered "auto" or as a result of being struck by an object propelled by or from the covered "auto".

4. The following are added to the **Definitions** Section for **Extended Medical Expense Benefits**:

a. "Highway vehicle" means a land motor vehicle or trailer other than:

(1) A "private passenger auto";

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

(3) A vehicle operated on rails or crawler-treads; or

(4) A vehicle while located for use as a residence or premises.

b. "Insured person" means:

(1) The "named insured" or, if the "named insured" is an individual, any "family member" of the "named insured", if the "named insured" or "family member" sustains "bodily injury":

(a) While occupying, using, entering into or alighting from a "highway vehicle"; or

(b) While a "pedestrian", caused by a "highway vehicle".

(2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such "highway vehicle" is being operated by the "named insured" or, if the "named insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured", or

(3) Any other person who sustains "bodily injury" occupying a covered "auto"

© ISO Properties, Inc., 2001

if the covered "auto" is being operated by the "named insured" or, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".

5. The following are added to the Definitions Section for **Pedestrian Personal Injury Protection**:

a. "Eligible injured person" means:

A person who sustains "bodily injury" while a "pedestrian", caused by an "insured motor vehicle" or as a result of being struck by an object propelled by or from the "insured motor vehicle".

b. "Insured motor vehicle" means a self-propelled motor vehicle designed for use principally on public roads, which is not a "private passenger auto" and to which the liability coverage of this Coverage Form applies.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period and within the United States of America, its territories or possessions, or Canada.

First-Party Benefits

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

(a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;

(b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article nine of the New York Workers' Compensation Law;

(c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first-party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

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

Medical Expense

Medical expense shall consist of necessary expenses for:

(a) Medical, hospital (including services rendered in compliance with article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;

(b) Psychiatric, physical and occupational therapy and rehabilitation;

(c) Any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and

(d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the accident, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of section 5108 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of $2,000 per month for a maximum period of three years from the date of the accident:

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

© ISO Properties, Inc., 2002

arising from a subsequent illness or injury; and

(b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

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

Death Benefit

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

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

(a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;

(b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle;

(c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or

(d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

(a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(e) Any person while occupying a motorcycle;

(f) Any person who intentionally causes his or her own personal injury;

(g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law); or

(h) Any person while:

(i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;

(ii) Operating a motor vehicle in a race or speed test;

(iii) Operating or occupying a motor vehicle known to that person to be stolen; or

(iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise main-

© ISO Properties, Inc., 2002

taining a motor vehicle and the injury occurs on the business premises.

(i) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;

(j) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

(k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

Other Definitions

When used in reference to this coverage:

(a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;

(b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;

(c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;

(d) "Named insured" means the person or organization named in the declarations;

(e) "Occupying" means in or upon or entering into or alighting from;

(f) "Personal injury" means bodily injury, sickness or disease;

(g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and

(h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

Conditions

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

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply

 © ISO Properties, Inc., 2002

unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

(a) Execute a written proof of claim under oath;

(b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;

(c) Provide authorization that will enable the Company to obtain medical records; and

(d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

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

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

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

(a) Hold in trust, for the Company, all rights of recovery which that person shall have for personal injury under section 5104(b) of the New York Insurance Law;

(b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and

(c) Execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law, except:

(a) With the written consent of the Company;

(b) With approval of the court; or

(c) Where the amount of the settlement exceeds $50,000.

Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the $50,000, or $75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL or Additional PIP benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle No-Fault insurance policy.

Section III

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive

© ISO Properties, Inc., 2002

Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

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

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with the "Named Insured", subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay personal injury protection benefits in accordance with the North Dakota Auto Accident Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the operation, maintenance or use of an "auto" as a vehicle. These personal injury protection benefits consist of the following:

1. Funeral expenses. Reasonable expenses incurred for a professional funeral, cremation, and burial;
2. Medical expenses. Usual and customary charges incurred for reasonable and necessary medical, surgical, diagnostic, X-ray, dental, prosthetic, ambulance, hospital or professional nursing services or services for remedial treatment and care, but usual and customary charges do not include:
   a. The portion of the charge for a room in any hospital, clinic, convalescent or nursing home, extended care facility or any similar facility in excess of the reasonable and customary charge for semiprivate accommodations unless intensive care is medically needed;
   b. Charges for drugs sold without a prescription;
   c. Charges for experimental treatments; or
   d. Charges for medically unproven treatments;
3. Rehabilitation expenses. The cost of a procedure or treatment for rehabilitation or a course of rehabilitative occupational training if the procedure, treatment or training is reasonable and appropriate for the particular case, its cost is reasonable in relation to its probable rehabilitative effects, and it is likely to contribute substantially to medical or occupational rehabilitation;
4. Replacement services loss. Expenses incurred in obtaining ordinary and necessary services from others not members of the "insured's" household in lieu of those that the "insured" would have performed had he or she not been injured, not for income but for the benefit of himself or herself or his or her household, but "replacement services loss" does not include any loss after the death of the "insured";
5. Survivors' income loss. Loss sustained after an "insured's" death by his or her "survivors" during their dependency and consisting of the loss of the contributions they would have received for their support from that "insured" out of income from work he or she would normally have performed had he or she not died;
6. Survivors' replacement services loss. Expenses incurred after the "insured's" death by his "survivors" in obtaining ordinary and necessary services from others not members of that "insured's" household in lieu of the services he or she would have performed not for income but for the benefit of his or her household;

© ISO Properties, Inc., 2005

7. Work loss. Eighty-five percent of loss of income from work an "insured" who would normally be employed in gainful activity during the period of his or her disability, would have performed had he or she not been injured, reduced by any income from substitute work actually performed by the "insured" or by income the "insured" would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake, but work loss does not include any loss after death of an "insured".

B. Who Is Insured

1. The "named insured" or any relative who sustains "bodily injury" while "occupying" any "auto" or while a "pedestrian" through being struck by any "auto" or motorcycle;
2. Any other person who sustains "bodily injury":
   a. While "occupying", or while a "pedestrian" through being struck by, the covered "auto";
   b. While "occupying" an "auto" not owned by, but operated by a "named insured" or "family member", if the "bodily injury" results from the operation of the "auto" by the "named insured" or "family member".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" while "occupying" any "auto" owned by the "named insured" which is not a covered "auto";
2. Sustained by any "family member" while "occupying" an "auto" owned by that "family member" with respect to which the security required by the North Dakota Auto Accident Reparation Act is not in effect;
3. Sustained by the "named insured" or any "family member", while "occupying", or while a "pedestrian" through being struck by, any "auto", other than the covered "auto", or an "auto" being used in a "ridesharing arrangement", with respect to which the security required under the North Dakota Auto Accident Reparation Act is in effect;
4. Sustained by any person if the injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining an "auto" unless that conduct involves the actual operation of an "auto" as a vehicle on the business premises or unless that conduct occurs off the business premises;
5. Sustained by any person arising out of conduct in the course of loading or unloading any "auto" unless the injury occurs while "occupying" that "auto";
6. Sustained by any person while "occupying" any "auto" without the express or implied consent of the owner or while not in lawful possession of any "auto";
7. Sustained by any person as the result of entering or alighting from a stopped "auto" if the injury is not caused by another "auto";
8. Intentionally caused by any person who would otherwise be entitled to receive benefits hereunder for "bodily injury" arising out of his or her intentionally attempting to cause "bodily injury" to him or her self or to another person, and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to him or her self, his or her "survivors" are not entitled to any "survivors'" income loss or survivors' replacement services loss benefits;
9. Sustained by any person while in the course of a racing or speed contest or in practice or preparation thereto;
10. Sustained by any "pedestrian", other than the "named insured" or any "family member", if the accident occurs outside the State of North Dakota;
11. Sustained by any person arising out of the operation, maintenance or use of any "auto" while located for use as a residence or premises;
12. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
13. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Definitions

As used in this endorsement:

1. "Auto" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of North Dakota relating to motor vehicles, designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer designed for use with such vehicle.

© ISO Properties, Inc., 2005

2. Covered "auto" means an "auto" with respect to which:
   a. Security is required to be maintained under the provisions of the North Dakota Auto Accident Reparations Act; and
   b. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.
3. "Family member" means a spouse or any other individual related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured", or who usually makes his or her home in the same household but temporarily lives elsewhere.
4. "Named insured" means the person or organization named in the Declarations.
5. "Occupying" means in or upon.
6. "Pedestrian" means any individual not "occupying" a "motor vehicle" or any other vehicle designed to be driven or drawn by power other than muscular power.
7. "Ridesharing arrangement" means the transportation of persons in a "motor vehicle" where the transportation is incidental to another purpose of the driver or owner and is not provided for pecuniary gain. The term shall include ridesharing arrangements known as carpools and vanpools as defined in North Dakota Laws.
8. "Survivor" means a dependent survivor of a deceased "insured" and includes the following survivors only:
   a. The surviving spouse if residing in the deceased's household at the time of his or her death providing that the dependency of that spouse shall terminate upon remarriage; and
   b. Other persons receiving support from the deceased at the time of his or her death which would qualify them as dependents of the deceased for federal income tax purposes under the Federal Internal Revenue Code.

E. Policy Period, Coverage Territory

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

F. Limit Of Insurance

Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or covered "autos" to which this coverage applies, our liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "auto" "accident" shall not exceed $30,000 in the aggregate, and subject to such aggregate limit:

1. The maximum amount payable for work loss or survivors income loss shall not exceed $150 per week prorated for any lesser period;
2. The maximum amount payable for replacement services loss or survivors replacement services loss shall not exceed $15 per day;
3. The maximum amount payable for funeral expenses shall not exceed $3,500.

Any amount payable by us under the terms of this coverage shall be reduced by the amount of benefits an "insured" has recovered or is entitled to recover for the same elements of loss under any workers' compensation act.

G. Changes In Conditions

For Personal Injury Protection the conditions are amended as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss**

   We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

   a. In the event of an accident, written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each "insured" to the Company or any of its authorized agents as soon as practicable. If an "insured", his or her legal representative or his or her "survivors" shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her "survivors".

© ISO Properties, Inc., 2005

b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. If an "insured" refuses to submit to a physical or mental examination, we may request a court to enter an order requiring the "insured" to submit to the examination.

2. Legal Action Against Us

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

3. Transfer Of Rights Of Recovery Against Others To Us

Subject to any applicable limitation set forth in North Dakota Auto Accident Reparations Act, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit the payments were made to the extent of those payments. That person shall execute and deliver the instruments and papers and do whatever else is necessary to secure those rights. That person shall do nothing after loss to prejudice those rights.

H. Additional Conditions

The following conditions are added for Personal Injury Protection:

1. Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the North Dakota Auto Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

2. Coordination

Any amount payable under uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured":

Any automobile medical payments afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

3. Non-Duplication Of Benefits

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance including approved plans of self-insurance.

4. Priority Of Payments

This coverage applies on a primary basis to "bodily injury" sustained by an "insured" if the "accident" arises out of the use or operation of the covered "auto" except, if the "accident" involves the operation of the "insured motor vehicle" in a "ridesharing arrangement", any personal injury protection coverage, required by the North Dakota Auto Accident Reparations Act, afforded by another policy under which such "insured" is a "named insured" or "family member", shall be primary and this coverage shall be excess.

5. Other Insurance

In the event an "insured" has other similar insurance, including approved plans of self-insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and the other insurance.

6. Reimbursement And Trust Agreement

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

a. We shall be entitled to the extent of the payment to the proceeds of any settle-

© ISO Properties, Inc., 2005

ment or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the "bodily injury" because of which that payment is made, and we shall have a lien to the extent of that payment, notice of which may be given to the person or organization causing the "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter;

b. That person shall hold in trust for our benefit all rights of recovery which he or she shall have against that other person or organization because of the "bodily injury";

c. That person shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights; and

d. That person shall execute and deliver to us instruments and papers as may be appropriate to secure those rights and obligations of that person and us established by this provision.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Benefits	Limit Per Person
"Medical And Hospital Expenses"	$ 15,000 less deductible, if any
"Income Continuation Expenses"	$ 1,250 per month
"Loss Of Services Expenses"	$ 30 per day
"Funeral Expenses"	$ 5,000
"Child Care Expenses"	$ 25 per day up to a maximum of $750

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Coverage for medical and hospital expenses is subject to a deductible of $ applicable to:

☐ You

☐ You and each "family member"

☐ You or "family member(s)" named below

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical And Hospital Expenses

All reasonable and necessary expenses incurred within one year from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

2. Income Continuation Expenses

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident"; provided that:

a. Such person was usually engaged in a paying occupation at the time of the "accident";

b. The period of such disability continues for at least 14 days; and

© ISO Properties, Inc., 2005

c. Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation and is subject to a maximum payment period in the aggregate of 52 weeks.

3. **Loss Of Services Expenses**

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services that were performed by a person who is not related to the "insured" or residing in the "insured's" household in lieu of those such person would have performed without income; provided that:

a. Such person was not usually engaged in a paying occupation at the time of the "accident";

b. The period of such disability continues for at least 14 days; and

c. Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

However, loss of services expenses shall not include child care expenses.

4. **Funeral Expenses**

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident".

5. **Child Care Expenses**

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

a. The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours; and

b. Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income.

B. Who Is An Insured

1. You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".

2. If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".

3. Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission, or while a "pedestrian" through being struck by a "covered auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any person:

a. Who intentionally causes injury to himself or herself;

b. While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest; or

c. Who willfully conceals or misrepresents any material fact in connection with a claim for Personal Injury Protection benefits.

2. That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" which occurs outside the State of Oregon.

3. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

4. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

5. Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

© ISO Properties, Inc., 2005

6. Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare).
3. Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this Coverage Form's Uninsured Motorists Coverage.
4. Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this Coverage Form's Liability Coverage.
5. Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member".

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss**:
   a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
   b. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
      (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
      (2) Such other information that will help us determine the amount due and payable.
   c. The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.
   d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.
2. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   The coverage provided in this endorsement is excess for:
   a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:
      (1) Insurance benefits under another policy issued by us or another company;
      (2) Governmental benefits (except Medicare benefits);
      (3) Gratuitous benefits; or
      (4) Oregon Personal Injury Protection benefits.
   b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.
3. The following Conditions are added:
   a. **Reimbursement And Trust**

      In the event of payment to any person of any benefits under this endorsement:
      (1) We shall be entitled to reimbursement or subrogation in accordance

© ISO Properties, Inc., 2005

with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.

(2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our share of expenses, costs and attorney's fees incurred by the "insured" in connection with such recovery.

(3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.

(4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.

(5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery we shall also be reimbursed out of such recovery, for the "insured's" share of expenses, costs and attorney's fees incurred by us in connection with the recovery.

(6) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

b. Arbitration

(1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed $100, and all other costs of arbitration shall be borne by us. However, attorney's fees and fees paid to medical or other expert witnesses are not arbitration expenses, and are to be paid by the party incurring them.

(2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. Coordination And Nonduplication

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Covered auto" means a "private passenger auto" to which the "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.

2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as you.

3. "Occupying" means in or upon or entering into or alighting from.

4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity

© ISO Properties, Inc., 2005

for a wheelchair or other low-powered vehicle.

5. "Private passenger auto" means a four-wheel passenger or station wagon type "auto" not used as a public or livery conveyance and includes any other four-wheel "auto" of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA BASIC FIRST PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsements.

SCHEDULE

Benefits	**Limit of Liability (per insured)**
Medical Expense Benefits	Up to $5,000

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

A. COVERAGE

We will pay the Basic First Party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily Injury" caused by an "accident" arising out of the maintenance or use of an "auto."

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury," medical expenses will be paid without limitation as to the time such further expenses are incurred.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."
3. Any person while "occupying" a covered "auto."
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto."

   If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

C. EXCLUSIONS

We will not pay First Party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:

Copyright, Insurance Services Office, Inc., 1993

a. You; or

b. Any "family member."

5. Sustained by any person who, at the time of the "accident":

a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or

b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.

6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.

7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:

a. You; or

b. Any "family member."

8. Sustained by any person while "occupying":

a. A recreational vehicle designed for use off public roads; or

b. A motorcycle, moped or similar type vehicle.

9. Caused by or as a consequence of:

a. Discharge of a nuclear weapon (even if accidental);

b. War (declared or undeclared);

c. Civil war;

d. Insurrection; or

e. Rebellion or revolution.

10. From or as a consequence of the following whether controlled or uncontrolled or however caused:

a. Nuclear reaction;

b. Radiation; or

c. Radioactive contamination.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.

2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

1. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.

2. The following CONDITIONS are added:

NON-DUPLICATION OF BENEFITS

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

PRIORITIES OF POLICIES

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act." We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First	The insurer providing benefits to the "insured" as a named insured.
Second	The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."
Third	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."
Fourth	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is: a. Not "occupying" an "auto;" and b. Not provided First Party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;

Copyright, Insurance Services Office, Inc., 1993

2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
   a. By muscular power; or
   b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
   a. Related to you by blood, marriage or adoption; or
   b. A minor in your custody or In the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Benefits	**Limit Per Person**
Medical expenses	$3,000
Work loss	(a) eighty-five percent of any loss of gross income and earning capacity, not to exceed the total of $250 per week;
	(b) $20 per day for inability to perform services for the household;
Funeral expenses	$1,500
Survivor loss	$3,000

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

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

1. Medical expenses.

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

2. Work loss.

a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three day elimination period shall not be applicable; and

b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury" the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecu-

Copyright, Insurance Services Office, Inc., 1998

tive days after the date of the "bodily injury", this three day elimination period shall not be applicable.

3. **Funeral expenses.**

   Funeral, burial or cremation expenses incurred.

4. **Survivor loss.**

   Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

B. Who Is An Insured

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you and which is not a covered "auto".
2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" and which is not a covered "auto".
3. Any person while "occupying" a covered "auto" with the consent of the "insured", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no other valid and collectible insurance, they are "insured", but only up to the minimum personal injury protection coverage and benefits amount specified by UTAH CODE ANN. Section 31A-22-307. This supercedes any provision to the contrary.

   Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.
4. Any person while "occupying" any other "auto" other than a public or livery conveyance, operated by you or a "family member".
5. A "pedestrian" if the "accident" involves the use of a covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "insured" while "occupying" an "auto" owned by, or furnished for the regular use of, that "insured", or if you are an individual, any "family member", that is not a covered "auto".
2. Sustained by any person while operating the covered "auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "auto".
3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".
4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
   a. Causing injury to himself or herself intentionally, or
   b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.
6. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
   a. Under any workers' compensation plan or any similar statutory plan;
   b. By the United States or any of its agencies because of his or her being on active duty in the military services;

E. Changes In Conditions

The following is added to the Duties In The Event Of Accident, Claim, Suit Or Loss Condition:

d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

Copyright, Insurance Services Office, Inc., 1998

e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:

(1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

(2) Such other information that will help us determine the amount due and payable.

The following Conditions are added:

REIMBURSEMENT AND TRUST

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".
3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

COORDINATION AND NON-DUPLICATION

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is primary only for "bodily injury" sustained by an "insured" in an accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

PREMIUM RECOMPUTATION

The premium for this policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means every self-propelled vehicle which is designed for use upon a highway, including trailers and semi-trailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK EXCLUSION OF MEDICAL EXPENSE FROM MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

In consideration of a reduction in premium, it is agreed that:

If the Medical Expense element of Basic Economic Loss is identified as not applicable in the declarations, the Company shall not be liable for any items of such loss which would otherwise be covered under the New York Mandatory Personal Injury Protection Endorsement with respect to the named insured or named insured and any relative as specified in the declarations. Coverage for any such medical expense element of basic economic loss provided to such named insured or such relative by a company or corporation in accordance with the provisions of 5130(g) of the New York Insurance Law shall reduce the $50,000 aggregate limit of liability for basic economic loss to such person under this policy. This endorsement shall be effective during the term of this policy so long as the medical expense coverage provided by such company or corporation remains in effect, notwithstanding any provisions in the declarations of this policy to the contrary, and in the event this endorsement shall no longer be in effect, the premium may be adjusted accordingly.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Insurance (Each Insured)	**Premium**
$ 2,500	$ INCL

Description of Covered Autos (check appropriate box):

- [X] Any "auto" owned by you.
- [ ] Any private passenger "auto" owned by you.
- [ ] Any motor vehicle to which are attached dealer's license plates issued to you.
- [ ] Any motor vehicle designated in the Declarations of the policy by the letters P.I.P and a motor vehicle ownership of which is acquired during the policy period by you as a replacement therefor.
- [ ]

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

A. Coverage

We will pay Personal Injury Protection benefits because of "bodily injury" resulting from a motor vehicle "accident" and sustained by a person "insured". Our payment will only be for "losses" or expenses incurred within three years from the date of the "accident".

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. 80% of an "insured's" loss of income from employment. These benefits apply only if, at the time of the "accident", the "insured":
   a. Was an income producer; and
   b. Was in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

Loss of income is the difference between:

a. Income which would have been earned had the "insured" not been injured; and
b. The amount of income actually received from employment during the period of disability.

If the income being earned as of the date of the "accident" is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the "accident" shall be used.

© ISO Properties, Inc., 2000

3. Reasonable expenses incurred for obtaining services. These services must replace those an "insured" would normally have performed:
   a. Without pay;
   b. During a period of disability; and
   c. For the care and maintenance of the family or household.

   These benefits apply only if, at the time of the "accident", the "insured":
   a. Was not an income producer; and
   b. Was not in an occupational status.

   These benefits do not apply to any "loss" after the "insured" dies.

B. Who Is An Insured

1. You or any "family member" while "occupying" or when stuck by any "auto".
2. Anyone else "occupying" a "covered auto" with your permission.

C. Exclusions

We will not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

1. In an "accident" caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While "occupying" or when struck by, any motor vehicle (other than a "covered auto") which is owned by you.
5. By a "family member" while "occupying" or when struck by any motor vehicle (other than a "covered auto") which is owned by a "family member".

D. Limit Of Insurance

Regardless of the number of owned "covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" in any one "accident" is the limit of Personal Injury Protection shown in the Schedule or in the Declarations.

E. Changes In Conditions

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" is replaced by the following:

   If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit Of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.
3. The following Conditions are added:
   a. Payment Provision

   Loss Payments. Benefits are payable:
   (1) Not more frequently than every two weeks; and
   (2) Within 30 days after satisfactory proof of claim is received.

   b. Assignment Of Benefits

   Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

F. Additional Definitions

The following are added to the **Definitions** Section and have special meaning for Personal Injury Protection:

1. "Covered auto" means an "auto":
   a. Owned or leased by you; or
   b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

   Liability coverage of this policy must apply to the "covered auto".

   "Covered auto" includes "autos" (described in **a.** and **b.** above) for which Personal Injury Protection coverage has not been rejected in writing.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII PERSONAL INJURY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Hawaii, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Benefit Medical Expenses **Limit Of Insurance $10,000 per person per "accident".**

Deductible

☐ If indicated to the left or in the Declarations, Personal Injury Protection benefits shall be subject to a deductible of $.

This deductible shall apply to the total of all Personal Injury Protection benefits paid to the total number of "insureds", other than those described in Paragraph **b.** of the definition of "insured".

Copayment

☐ If indicated to the left or in the Declarations, Personal Injury Protection benefits shall be subject to a copayment of $ applicable to you or any "family member".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Personal Injury Protection

We will pay, in accordance with the Hawaii Motor Vehicle Insurance Law, personal injury protection benefits for medical expenses incurred with respect to "bodily injury" sustained by an "insured" and caused by an "auto accident" arising out of the operation, maintenance or use of a covered "auto".

These benefits are subject to the provisions of the Hawaii Motor Vehicle Insurance Law. Benefits consist of the following:

All appropriate and reasonable treatment and expenses necessarily incurred as a result of accidental harm to an "insured" and which are substantially comparable to the requirements for prepaid health care plans, including medical, hospital, surgical, professional, nursing, advanced practice nursing recognized pursuant to Chapter 457, dental, optometric, chiropractic, naturopathy, acupuncture, ambulance, prosthetic services, medical equipment and supplies, products and accommodations furnished, x-ray, psychiatric, occupational therapy, rehabilitation, and if prescribed by a medical doctor, physical therapy and therapeutic massage by a licensed massage therapist.

Benefits under this section may be with copayment, and will be subject to and apply the utilization requirements applicable under prepaid health care plans, under Chapter 393 and rules of the Department of Labor and Industrial Relations, pertaining to the Prepaid Health Care Act, as of January 1, 1998. This reference to the Prepaid Health Care Act is only for purposes of describing the coverages and exclusions, without regard to any specific insurer or plan, and will not be construed to transfer coverage to prepaid health care plans.

B. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by any "family member" who is a Named Insured under another motor vehicle insurance policy, except while "occupying" a covered "auto".

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Prperties, Inc., 2004
Used with its permission

2. Sustained by you or any "family member" while "occupying" an "auto" "owned by" you which is not a covered "auto".
3. Sustained by any "family member" while "occupying" an "auto" "owned by" that "family member" and for which the security required under the Hawaii Motor Vehicle Insurance Law is not in effect.
4. Sustained by any person using or operating an "auto" which causes any loss:
   a. While engaged in "criminal conduct"; or
   b. While seeking to avoid lawful arrest by a law enforcement officer.
5. Sustained by you or any "family member" while "occupying", or while a pedestrian caused by, an insured "auto" other than "your covered auto".
6. Sustained outside Hawaii by any person other than you or a "family member" resulting from the operation, maintenance or use of an "auto" which is:
   a. Regularly used in the business of transporting persons or property; and
   b. One of 5 or more autos under common ownership.
7. Resulting from hazardous properties of nuclear materials.
8. To any person receiving public assistance benefits when a motor vehicle insurance policy is issued to certified public assistance recipients at no cost under the Hawaii Joint Underwriting Plan.

   "Person receiving public assistance benefits" means a person receiving:
   a. Direct cash payments through the Department of Human Resources; or
   b. Benefits from the Social Security Supplemental Security Insurance Program.
9. To any person occupying a motorcycle or motorscooter at the time of accident.

C. Limit Of Insurance

1. The Limit Of Insurance shown in the Schedule or Declarations for this coverage is our maximum limit of insurance for each "insured" injured in any one "auto accident". This is the most we will pay regardless of the number of:
   a. "Insureds";
   b. Claims made;
   c. "Autos" or premiums shown in the Declarations;
   d. "Autos" involved in the "auto accident"; or
   e. Insurers providing personal injury protection benefits.
2. Subject to our maximum limit of insurance for this coverage, our limit of insurance for each person for:
   a. Chiropractic treatments shall not exceed the lesser of:
      (1) Thirty visits at not more than $75 a visit, plus five x-rays at no more than $50 each; or
      (2) Treatment as defined by the Hawaii State Chiropractic Association guidelines.
   b. Acupuncture treatments shall not exceed thirty visits at no more than $75 a visit.
   c. Naturopathic treatments shall not exceed thirty visits at no more than $75 a visit.

   However, the combined total of naturopathic, chiropractic and acupuncture treatments shall not exceed thirty visits.
3. Any amount payable under this insurance will be limited by the workers compensation supplemental medical fee schedule.
4. Any amount payable under this insurance will be reduced by amounts paid, payable, or required to be provided under any workers compensation law.

   However if an "insured's" right to collect these workers compensation benefits is contested, resulting in a delay of these payments, we will pay personal injury protection benefits.
5. If the Schedule or Declarations indicates that:
   a. The medical expenses deductible option applies, any amounts payable for the sum of medical expenses for you or any "family member" as a result of any one "auto accident" will be reduced by the amount of such deductible.
   b. The medical expenses copayment option applies, any amounts payable for the sum of medical expenses for you or any "family member" as a result of any one "auto accident" will be reduced by such copayment after the application of any deductible.

HAWAII INSURANCE BUREAU, INC.

Includes copyrighted material
of ISO Properties, Inc., 2004
Used with its permission

D. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Paragraph **b.** of the **Duties In the Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   b. A person seeking coverage must:

   (1) Cooperate with us in the investigation or settlement of any claim.

   (2) Submit, as often as we reasonably require, to physical or mental examinations by health care providers we select or are acceptable to us.

   (3) Authorize us to obtain:

   (a) Medical reports;

   (b) Statements of earnings; and

   (c) Other pertinent records.

   (4) Submit a written proof of claim under oath when required by us, including full information on the nature of treatment received and planned.

   (5) Promptly send us copies of the legal papers if a suit is brought.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended by the addition of the following:

   If we make payment under this policy and the person to or for whom payment is made recovers damages from another, we will have a lien on the proceeds of recovery and that person shall:

   a. Hold in trust for us the proceeds of the recovery; and

   b. Reimburse us to the extent of our payment.

   For any recovery subject to this provision, which results in duplication of personal injury protection benefits already paid under this policy, we are entitled to recover 50% of the basic statutory requirement for Personal Injury Protection benefits. However, this 50% recovery does not apply to workers compensation.

3. The following Conditions are added:

   a. Arbitration

   If we and an "insured" do not agree on any matter to a claim, either party may request arbitration as prescribed in Section 431:10C-213 of the Hawaii Motor Vehicle Insurance Law.

   b. Non-Duplication Of Benefits

   No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

   (1) "Autos" covered; or

   (2) Insurers (including self-insurers) providing security in accordance with the Hawaii Motor Vehicle Insurance Law.

   If an "insured" is entitled to similar benefits under more than one policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

   If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

   If you or a "family member" are driving a "temporary loaner vehicle" and you are in an "auto accident", this insurance is primary and any similar insurance cov-ering the "temporary loaner vehicle" will be excess coverage.

   If there is an "auto accident" while an employee of a registered repair shop or licensed motor vehicle dealer is driving or road-testing "your covered auto", this insurance is excess to any primary coverage for personal injury protection benefits available to the repair shop or dealer.

   c. Excess Provision

   In consideration of the coverage afforded under Personal Injury Protection benefits and the adjustment of any applicable rates, any amount payable under Uninsured Motorists Coverage will be excess to the amount of personal injury protection benefits paid or payable to an "insured" whose claim for such benefits meets the requirements of the Hawaii Motor Vehicle Law.

   d. Constitutionality Provision

   If a court of competent jurisdiction declares, or enters a judgment which renders the provisions of the Hawaii Motor Vehicle Insurance Law providing for aboli-

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Properties, Inc., 2004
Used with its permission

tion of tort liability invalid or unenforceable, we are subrogated to all rights of an "insured" to whom or for whose benefit any personal injury protection benefits have been paid under this policy to the full extent of such payments.

The "insured" shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

E. Additional Definitions

As used in this endorsement:

1. "Auto" means a vehicle of the type required to be registered under Chapter 286 of Hawaii Revised Statutes or a trailer attached to an "auto" but not including motorcycles or motor scooters.
2. "Auto accident" means an accident resulting from:
   a. The "operation, maintenance, or use" of an "auto" as an "auto".
   b. Movement of an object propelled by an "auto".
3. "Criminal conduct" means:
   a. Committing an offense punishable by more than a year's imprisonment.
   b. Operating or using an "auto" to intentionally cause "bodily injury" or "property damage".
   c. Operating or using an "auto" as a converter without a good faith belief by the operator or user that he or she is entitled to operate or use the vehicle.
4. "Insured" means:
   a. You or any "family member" injured in an "auto accident":
      (1) While "occupying" an "auto"; or
      (2) As a "pedestrian" when struck by an "auto".
   b. Anyone else injured in an "auto accident" while "occupying" or when struck as a "pedestrian" by "your covered auto" or a "temporary loaner vehicle".
5. "Occupying" means in, upon, getting in, on, out or off.
6. "Operation, maintenance or use" includes "occupying" but does not include:
   a. Loading or unloading unless "bodily injury" occurs next to the vehicle; or
   b. Work done in the business of repairing, servicing or otherwise maintaining vehicles unless these are done outside the premises of this business.
7. "Owned by" means that a person:
   a. Holds a legal title; or
   b. Is a debtor who has legal possession while buying a vehicle on installments; or
   c. Has legal possession and has an agreement or lease of one year or more; or
   d. Is the owner of an "auto" until on selling the "auto", title is delivered to the buyer.
8. "Pedestrian" means anyone not "occupying" an "auto".
9. "Temporary loaner vehicle" means an "auto":
   a. Available to you as a customer of a repair shop or a dealer licensed by one or more appropriate state agencies.
   b. Used by you while the garage or dealer is servicing "your covered auto".
10. "Your covered auto" means an "auto":
    a. For which you are required to maintain security under the Hawaii Motor Vehicle Insurance Law.
    b. To which "bodily injury" liability coverage under this policy applies.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Properties, Inc., 2004
Used with its permission

WEST VIRGINIA SPLIT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury"	$SEE	CAT030	Each Person
		$	40,000	Each "Accident"
	"Property Damage"	$	10,000	Each "Accident"
Underinsured Motorists Coverage	"Bodily Injury"	$	20,000	Each Person
		$		Each "Accident"
	"Property Damage"	$	10,000	Each "Accident"

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

Paragraph **D. LIMIT OF INSURANCE** is replaced by the following:

1. The following applies with respect to Uninsured Motorists Coverage:
   a. Except as provided in subparagraph **1.b.** below:
      (1) The most we will pay for all damages resulting from "bodily injury to any one person caused by any one "accident" with an "uninsured motor vehicle," including all damages claimed by any person or organization for care, loss of services or death resulting from "bodily injury," is the limit of "Bodily Injury" for Uninsured Motorists Coverage shown in the Schedule for each person.
      (2) Subject to the maximum limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" with an "uninsured motor vehicle" is the limit of "Bodily Injury" for Uninsured Motorists Coverage shown in the Schedule for each "accident."

      This is the most we will pay regardless of the number of "insureds," premiums paid, claims made or vehicles involved in the "accident."
   b. The most we will pay for all damages resulting from "property damage" caused by any one "accident" with an "underinsured motor vehicle" is the limit of "Property Damage" for Underinsured Motorists Coverage shown in the Schedule for each "accident." The maximum limit of liability is the most we will pay regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident."
2. The following applies with regard to Underinsured Motorists Coverage:
   a. Except as provided in subparagraph **2.b.** below:
      (1) The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" with an "underinsured motor vehicle," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" for Underinsured Motorists Coverage shown in the Schedule for each person.
      (2) Subject to the maximum limit for each person, the most we will pay for all damages resulting from "bodily injury"

Copyright, Insurance Services Office, Inc., 1993

caused by any one "accident" is the limit of "Bodily Injury" for Underinsured Motorists Coverage shown in the Schedule for each "accident."

This is the most we will pay regardless of the number of "insureds," premiums paid, claims made or vehicles involved in the "accident."

b. The most we will pay for all damages resulting from "property damage" caused by any one "accident" with an "underinsured motor vehicle" is the limit of "Property Damage" for Underinsured Motorists Coverage shown in the Schedule for each "accident." The maximum limit of liability is the most we will pay regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident."

3. In no event will an "insured" be entitled to receive duplicate payments for the same elements of loss.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT

We, the company, agree with you, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. Definitions

For purposes of this SUM endorsement, the following terms have the following meanings.

a. Insured

The unqualified term "insured" means:

(1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;

(2) Any other person while occupying:

(a) A motor vehicle insured for SUM under this policy; or

(b) Any other motor vehicle while being operated by you or your spouse; and

(3) Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph **(1)** or **(2)** above.

b. Bodily Injury

The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

c. Uninsured Motor Vehicle

The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

(1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or

(2) Neither owner nor driver can be identified (including a hit-and-run vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:

(a) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(b) At the request of the Company, the insured or the insured's legal representative makes available for inspection the automobile the insured was occupying at the time of the accident; or

(3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:

(a) The amount of such insurance coverage or bond is less than the

Copyright, Insurance Services Office, Inc., 1998

third-party bodily injury liability limit of this policy; or

(b) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or

(c) The insurer writing such insurance coverage or bond denies coverage, or such insurer is or becomes insolvent

The term "uninsured motor vehicle" does not include a motor vehicle that is:

(1) Insured under the liability coverage of this policy; or

(2) Owned by you, as the named insured, or your spouse residing in your household; or

(3) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or

(4) Owned by the United States of America. Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or

(5) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or

(6) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

d. Occupying

The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

e. State

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

2. Damages for Bodily Injury Caused by Uninsured Motor Vehicles

We will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this SUM endorsement.

3. SUM Coverage Period and Territory

This SUM coverage applies only to accidents that occur:

a. During the policy period shown in the Declarations; and

b. In the United States, its territories or possessions, or Canada.

EXCLUSIONS

This SUM coverage does **not** apply:

1. To bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives, or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, but this provision shall be subject to Condition **10**.

2. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.

3. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties After an Accident or Loss"; "Fraud"; and "Termination" if applicable.

Copyright, Insurance Services Office, Inc., 1998

2. Notice and Proof of Claim

As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.

As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the SUM amount payable.

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

3. Medical Reports

The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative (or in the event of such insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain relevant medical reports and copies of relevant records.

4. Notice of Legal Action

If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

5. SUM Limit

The SUM limit payable under this SUM endorsement shall be:

a. The SUM limit stated in the Declarations; or

b. If the bodily injury results in death, we will provide a SUM limit of the higher of the SUM limit stated in the Declarations, or $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, $100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

6. Maximum SUM Payments

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

a. The SUM limit; and

b. The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident

7. Non-Stacking

Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums shown in this policy, or premium paid, the limits, whether for uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.

8. Priority of Coverage

If an insured is entitled to uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy, and the following order of priority shall apply:

a. A policy covering a motor vehicle occupied by the injured person at the time of the accident;

b. A policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and

c. A policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher policy.

Copyright, Insurance Services Office, Inc., 1998

9. Exhaustion Required

Except as provided in Condition **10**, we will pay under this SUM coverage only after the limits of liability have been used up under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.

10. Release or Advance

In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.

An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

11. Non-Duplication

This SUM coverage shall not duplicate any of the following:

a. Benefits payable under workers' compensation or other similar laws;

b. Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;

c. Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;

d. Any valid or collectible motor vehicle medical payments insurance; or

e. Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

12. Arbitration

If any insured making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures prescribed or approved by the Superintendent of Insurance for this purpose.

If, however, the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any awa rd made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.

13. Subrogation

If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition **10**, such person shall do nothing to prejudice this right.

14. Payment of Loss by Company

We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

Copyright, Insurance Services Office, Inc., 1998

15. Action Against Company

No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

16. Survivor Rights

If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:

a. The survivor as named insured;

b. The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and

c. Any relative who was an insured at the time of such death.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SPLIT SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS LIMITS

Conditions 5. and 6. in the Supplementary Uninsured/Underinsured Motorists Endorsement – New York are replaced by the following:

CONDITIONS

5. SUM Limits

The SUM limits payable under this SUM endorsement shall be:

a. the SUM limits stated in the Declarations; or

b. If the bodily injury results in death, we will provide SUM limits of the higher of the SUM limits stated in the Declarations, or $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, $100,000 for such bodily injury resulting in death sustained by two ore more persons as the result of any one accident.

6. Maximum SUM Payments

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

a. The SUM limits; and

b. The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations for "Each Person" is the amount of coverage for all damages due to bodily injury to one person. The SUM limit shown under "Each Accident" is, subject to the limit for each person, the total amount of coverage for all damages due to bodily injury to two or more persons in the same accident.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POIICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT – NEW YORK

We, the Company, agree with you, as the named insured, in return for the payment of the premium for this coverage to provide you with Uninsured Motorists (UM) Coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative, shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
2. **Definitions.** For purposes of this UM endorsement, the following terms shall have the following meanings:
   - **(a) Insured.** The unqualified term "insured" means:
     - **(1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
     - **(2)** Any other person while occupying:
       - **(i)** A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
       - **(ii)** Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
     - **(3)** Any person. with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under sub-paragraphs (1) or (2) above.
   - **(b) Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means a motor vehicle that through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
     - **(1)** No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
     - **(2)** Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
       - **(i)** The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
       - **(ii)** At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was

occupying at the time of the accident, or

(3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:

(i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or

(ii) The insurer writing such insurance coverage or bond denies coverage.

(4) The term "uninsured motor vehicle" does not include a motor vehicle that is:

(i) Insured under the liability coverage of this policy; or

(ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or

(iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits ot this policy; or

(iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or

(v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawlertreads; or

(vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(c) **Hit-and-Run Motor Vehicle.** The term "hit-and-run motor vehicle" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:

(1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";

(2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(3) at our request, the insured or his legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.

(d) **Bodily Injury.** The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

(e) **Occupying.** The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

(f) **State.** The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

3. **Territory.** The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

Exclusions

This UM coverage does not apply:

1. To bodily injury to an insured while operating a motor vehicle in violation of an order of sus-pension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained.

2. To bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, the insured's legal representatives or any person entitled to

Insurance Services Office, Inc., 1996

payment under this UM coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor, but this provision shall be subject to Condition 8 of this UM endorsement

3. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
4. So as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or disability benefits law or any similar law.
5. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this UM coverage except "Duties After an Accident or Loss"; "Fraud", and "Termination" if applicable.
2. **Premium.** If during the policy period the number of motor vehicles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to the named insured changes, the named insured shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to us; if less, we shall retum to the named insured the unearned portion paid by such insured.
3. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

   As soon as practicable after our written request, the insured or other person making any claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the UM amount payable hereunder.

   The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice- f claim.
4. **Medical Reports.** The injured person shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative, or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor, shall upon our request authorize us, when and as often as we may reasonably require, to obtain relevant medical reports and copies of records.
5. **Notice of Legal Action.** If the insured or such insured's legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.
6. **UM Limit of Liability.** The UM limit payable under this UM endorsement shall be:
   (a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the resuit of any one accident is $25,000 per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or

more persons, as the result of any one accident is $50,000.

(b) If the bodily injury results in death, the limit of our liability shall be $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, $100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

(c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by;

(1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and

(2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.

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

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

8. **Release or Advance.** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

   We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this UM coverage. Any excess above those amounts shall be paid to the insured.

   An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

9. **Non-Duplication.** This UM coverage shall not duplicate any of the following:

   (a) Benefits payable under workers' compensation or other similar laws;

   (b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law.

   (c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;

   (d) Any valid or collectible motor vehicle medical payments insurance; or

   (e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.

10. **Arbitration.** If we do not agree with the insured or the insured's representative making claim hereunder that the insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this UM endorsement then, upon written demand of either the claimant or us, the matter or matters upon

which we do not agree with such person shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association prescribed or approved by the Superintendent of Insurance for this purpose. Judgment upon the award rendered by the aibitrators may be entered in any court having jurisdiction thereof. Such person and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this UM endorsement.

11. **Subrogation.** If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.
12. **Payment of Loss by Company.** We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
13. **Action Against Company.** No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.
14. **Assignment.** Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.
15. **Survivor Rights.** If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:
    (a) The survivor as named insured;
    (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
    (c) Any relative who was an insured at the time of such death.
16. **Policy Period – Termination.** This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Liability

Bodily Injury:	$ SEE CAT030	**Each "Accident"**
Property Damage:	$ 25,000	**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

   Uninsured Motorists Coverage also applies to damages an "insured" is legally entitled to recover from the owner or driver of a motor vehicle to which "property damage" liability policy applies at the time of the "accident". However, this applies only when the insuring or bonding company is unable to pay the limits of its "property damage" coverage because of insolvency.

   The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

      (1) Have been given prompt written notice of such tentative settlement; and

      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

   a. The Named Insured and any "family members".

   b. Anyone else "occupying" an "insured motor vehicle" or a temporary substitute for an "insured motor vehicle". The "insured motor vehicle" must be out of service be-

© ISO Properties, Inc., 2004

cause of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" an "insured motor vehicle" or a temporary substitute for an "insured motor vehicle". The "insured motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. "Bodily injury" sustained by:

a. The Named Insured while "occupying" or when struck by any vehicle owned by the Named Insured that is not an "insured motor vehicle" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not an "insured motor vehicle" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

d. The following "insureds":

(1) The Named Insured or any "family member":

(a) While that "insured" is operating any "auto"; and

(b) While that "insured's" driver's license is suspended or revoked.

(2) Any other "insured":

(a) While operating an "insured motor vehicle"; and

(b) While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to a "family member" using the "insured motor vehicle" which is owned by the Named Insured.

6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of "insured motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from bodily injury sustained in any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

Regardless of the number of "insured motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all "property damage" resulting from any one "accident" is the limit of liability required by the New Hampshire Financial Responsibility Law.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage form, Medical Payments Coverage endorsement, Underinsured Motorists Coverage en-

© ISO Properties, Inc., 2004

dorsement or Uninsured Motorists Coverage endorsement. This provision does not apply if duplicate payments for Uninsured Motorists Coverage is also provided for the same elements of "loss" under Medical Payments Coverage.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

Uninsured Motorists Coverage for "property damage" is excess to any other collectible coverage.

3. Any amount payable for "property damage" under this insurance will not reduce the limit of insurance applicable to an "insured" for "bodily injury" under this insurance.

E. Changes In Conditions

The Conditions are changed for **Uninsured Motorists Coverage** as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative set-

 © ISO Properties, Inc., 2004

tlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

b. We also have a right to recover the advance payment.

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. However, the "insured" will not be required to advance the expenses of arbitration.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to the individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Insured motor vehicle" means a self-propelled vehicle, "trailer", or semi-trailer for which the Named Insured has purchased Uninsured Motorists Coverage. However, it does not include a farm tractor or crawler type tractor or a vehicle operated exclusively upon stationary tracks.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Property damage" means physical injury to or destruction of:

(a) An "insured motor vehicle" which is registered or principally garaged in New Hampshire and which is owned by the Named Insured or if the Named Insured is an individual such Named Insured's spouse, if a resident of the Named Insured's household.

(b) Any property owned by the Named Insured or if the Named Insured is an individual any "family member" which is contained in the "insured motor vehicle".

(c) Any property owned by anyone else which is contained in the "insured motor vehicle" while the person is "occupying" the "insured motor vehicle".

5. "Uninsured motor vehicle" means a land motor "vehicle" or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where an "insured motor vehicle" is principally garaged.

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semi-trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where an "insured motor vehicle" is principally garaged, but their limits are less than the limit of this coverage.

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", an "insured motor vehicle" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", an "insured motor

© ISO Properties, Inc., 2004

vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMITS	Liability	$	Limits of Insurance as
	Auto Medical Payments	$	stated in Item Two of
	Uninsured Motorists	$	the applicable Coverage
	Underinsured Motorists	$	Part Declarations

Name of Individual	Liability Premium	Auto Medical Payments Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Physical Damage Comp. Premium	Physical Damage Coll. Premium
ANY INDIVIDUAL, OFFICER, OR EMPLOYEE, OF THE "INSURED" WHO IS FURNISHED WITH A COMPANY AUTO FOR THEIR EXCLUSIVE USE AND IS NOT AN INSURED UNDER A PERSONAL AUTO POLICY.	$	$	$	$	$	$

Note – When uninsured motorists is provided at limits higher than the basic limits required by a financial responsibility law, underinsured motorists is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

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

© ISO Properties, Inc., 2002

A. This endorsement changes only those coverages where a premium is shown in the Schedule.

B. Changes In Liability Coverage

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

a. Any "auto" owned by that individual or by any member of his or her household.

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Description of Auto:

WHERE REQUIRED BY WRITTEN CONTRACT

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

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto."

B. CHANGES IN LIABILITY COVERAGE

The following is added to WHO IS AN INSURED:

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto."

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The followlng is added to the LIABILITY COVERAGE WHO IS AN INSURED provision.

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS SUPPLEMENTARY DEATH BENEFIT

This endorsement modifies insurance provided under the following:

MEDICAL PAYMENTS COVERAGE
PERSONAL INJURY PROTECTION COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. COVERAGE

We will pay under the provisions of personal injury protection insurance and/or medical payments insurance as afforded by this policy except as limited by this endorsement.

We will pay a supplementary death benefit equal to the limit shown for the coverages but not exceeding ten thousand dollars ($10,000) per person because of death:

1. Caused by an "auto" "accident"; and
2. Sustained by an "insured" while wearing a "seat belt" or protected by an "airbag".

We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".

B. PROOF OF CLAIM FOR DEATH BENEFIT

The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof, that the "insured" at the time of the "auto" "accident" was wearing a "seat belt" or protected by an "air bag".

C. OTHER INSURANCE

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

D. ADDITIONAL DEFINITIONS

The following are added to the **Definitions** Section and have special meaning for Supplementary Death Benefit:

1. "Insured" as used in this endorsement means the same persons who are covered under auto medical payments insurance, personal injury protection insurance, and/or garage auto medical payments.
2. "Seat Belt" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.
3. "Airbag" is a functioning airbag designed to protect the occupant of a seat in an "auto".
4. "Beneficiary" means (in order of priority of payment):
   a. The surviving spouse if a resident in the same household as the deceased at the time of the "accident", or
   b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident", or
   c. The estate of the deceased.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

This Endorsement applies to risks not subject to the Massachusetts Compulsory Automobile Insurance Law.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

COVERAGE

The third paragraph is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

B. Changes In Physical Damage Coverage

1. COVERAGE

   Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

   If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

   a. "Loss" caused by contact with a bird or animal;

   b. "Loss" caused by falling objects or missiles; and

   c. Glass breakage.

   However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

2. DEDUCTIBLE is replaced by the following:

   1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.

   2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.

   3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

3. The following Condition is added to Physical Damage Coverage.

   LOSS PAYEE

   When the Declarations shows that a loss payee has secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

   The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft or any other means of disposal committed by you or at your direction.

   When we pay any loss payee, we shall, to the extent of our payment, have the right to exer-

Copyright, Automobile Insurers Bureau, 1998

cise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

C. The Cancellation Common Policy Condition is replaced by the following:

You can cancel all or any part of the insurance at any time by giving us or your agent at least twenty days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order for us to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

Copyright, Automobile Insurers Bureau, 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

Person or Organization | **Address**

SEE END CA T8 08 01 07

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

Person or Organization

THE CITY OF FOLSOM, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS.

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Address

CA T3 01 02 99

005008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

Person or Organization

CITY OF THOUSAND OAKS
PUBLIC WORKS DEPARTMENT

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Address

2100 THOUSAND OAKS BOULEVARD

THOUSAND OAKS CA 913622903

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Description or Designation of Employees:

EXECUTIVE OFFICERS AND MANAGERS

PROVISIONS

A. CHANGES IN LIABILITY COVERAGE

Paragraph 5 of the EXCLUSIONS under SECTION II—LIABILITY COVERAGE does not apply to any of the employees described or designated in the Schedule above. However, this endorsement provides insurance only to the extent that there is no other valid and collectible insurance available to such described or designated employees.

B. CHANGES IN COMMERCIAL AUTO COVERAGE PART

The General Conditions of the policy are changed for FELLOW EMPLOYEE COVERAGE by adding the following:

a. For any "bodily injury" to any fellow employee of the "insured" arising out of and in the course of his or her employment, the policy provides insurance to the extent that there is no other valid and collectible insurance available to the insured.

Copyright Travelers Indemnity Company, 2004
Contains copyrighted material of © ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE EXTENSION FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE, A. 1. Who Is An Insured provision is amended by adding the following:

d. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

e. If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

C. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions, a. Supplementary Payments subparagraphs **(2)** and **(4)** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. HIRED CAR — WORLDWIDE COVERAGE

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions is amended by adding the following extension:

c. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent, or borrow without a driver for 30 days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement, and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies, and

(ii) For all reasonable expenses incurred with our consent in connec-

Copyright, The Travelers Indemnity Company
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

tion with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS, and not in addition to such limits.

(3) The Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS is the most we will reimburse you for the sum of all damages imposed on you, as set forth in **c.(2)(c)** above, and all expense incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in-force to satisfy the legal requirements of the jurisdiction where the "accident" occurs; or

(b) Insurance limits required by law and issued by a governmental entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 Combined Single Limit or $100,000 per person/ $300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by **HIRED CAR – WORLDWIDE COVERAGE** is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

E. HIRED CAR PHYSICAL DAMAGE — LOSS OF USE

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions is modified by adding the following:

d. Notwithstanding **SECTION II, LIABILITY B. Exclusions 2.** and **6.**, we will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for 30 days or less for the lessor's loss of use of the covered "auto", provided:

1. This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
2. The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to $65 per day subject to a maximum limit of $750 for any one "accident".

F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extensions, subparagraph **a.** is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of a like kind and quality as the stolen covered "auto".

G. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects Coverage

We will pay to $400 for loss to wearing apparel and other personal effects which are:

(1) owned by an insured; and

(2) in or on your covered "auto".

Copyright, The Travelers Indemnity Company
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects Coverage.

H. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, A. 2. Duties In The Event Of Accident, Claim, Suit Or Loss, subparagraph **a.** is deleted and replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) the "insured's" name and address; and

(3) to the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership; or

3. An executive officer or insurance manager, if you are a corporation.

I. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

J. UNINTENTIONAL ERRORS OR OMISSIONS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

K. MENTAL ANGUISH

SECTION V – DEFINITIONS, Definition **C.** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

Copyright, The Travelers Indemnity Company
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NOTICE REQUIREMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph a. of LOSS CONDITION A.2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

Copyright, The Travelers Indemnity Company, 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES — LEASED AUTO DEFINITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

DEFINITIONS

The definition of "leased auto" is added:

"Leased auto" means an "auto" you lease or rent for one year or more to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

Copyright Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY—TORT THRESHOLD OPTIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

The premium for this Coverage Form is based on rates which reflect the tort threshold option indicated below:

☒ Lawsuit (Verbal) Threshold

☐ No Threshold

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN BUSINESS AUTO, GARAGE, TRUCKERS AND MOTOR CARRIER COVERAGE FORMS—AUDIT (NEW YORK)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This policy is changed as follows:

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. To determine your final premium due, we may examine your records at any time during the period of coverage and up to 180 days afterward. If we examine your records to determine your actual exposures, the estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, you will get a refund. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

If we have not audited your exposures within 180 days after this policy has expired, you may request us to conduct an examination of your records to determine your actual exposures if you so desire. If we elect not to audit your exposures and you do not request such an audit, the final premium due will be the same as the estimated total premium for this policy, and you will not be billed for any additional premium nor will you receive a refund.

Copyright, The Travelers Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO COVERAGE EXTENSION FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE, A. 1. Who Is An Insured provision is amended by adding the following:

d. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

B. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

e. If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

C. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions, a. Supplementary Payments subparagraphs **(2)** and **(4)** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. HIRED CAR – WORLDWIDE COVERAGE

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions is amended by adding the following extension:

c. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent, or borrow without a driver for 30 days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement, and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies, and

(ii) For all reasonable expenses incurred with our consent in connec-

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

tion with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS, and not in addition to such limits.

(3) The Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS is the most we will reimburse you for the sum of all damages imposed on you, as set forth in **c.(2)(c)** above, and all expense incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in-force to satisfy the legal requirements of the jurisdiction where the "accident" occurs; or

(b) Insurance limits required by law and issued by a governmental entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 Combined Single Limit or $100,000 per person/ $300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by **HIRED CAR – WORLDWIDE COVERAGE** is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

E. HIRED CAR PHYSICAL DAMAGE — LOSS OF USE

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions is modified by adding the following:

d. Notwithstanding **SECTION II, LIABILITY B. Exclusions 2.** and **6.**, we will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for 30 days or less for the lessor's loss of use of the covered "auto", provided:

1. This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
2. The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to $65 per day subject to a maximum limit of $750 for any one "accident".

F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extensions, subparagraph **a.** is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of a like kind and quality as the stolen covered "auto".

G. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects Coverage

We will pay to $400 for loss to wearing apparel and other personal effects which are:

(1) owned by an insured; and

(2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved. **CA T9 60 06 05**
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

No deductibles apply to Personal Effects Coverage.

H. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, A. 2. Duties In The Event Of Accident, Claim, Suit Or Loss, subparagraph **a.** is deleted and replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) the "insured's" name and address; and

(3) to the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership; or

3. An executive officer or insurance manager, if you are a corporation.

I. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

J. UNINTENTIONAL ERRORS OR OMISSIONS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

K. MENTAL ANGUISH

SECTION V – DEFINITIONS, Definition **C.** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT - FORM

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and the limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated below.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

X-INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA		VIRGINIA	
DISTRICT OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraphs **2.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

The permissible reasons for cancellation are as follows:

a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

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

(1) Fraud in obtaining coverage;

(2) Failure to pay premiums when due;

(3) An increase in hazard within the control of the insured which would produce an increase in rate;

(4) Loss of reinsurance covering all or part of the risk covered by the policy; or

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added:

1. Nonrenewal

(a) We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

(b) If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

 Copyright 2004 The St Paul Travelers Companies Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition is changed as follows:

1. Paragraph **2.** is replaced by the following:

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

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

b. 45 days before the effective date of cancellation by certified mail if we cancel for any other reason.

2. Paragraph **3.** does not apply.

3. Paragraph **5.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written For More Than One Year

(1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

4. Paragraph **6.** is amended by the addition of the following:

However, if we cancel for nonpayment of premium, a certificate of mailing will be sufficient proof of mailing and sufficient proof of notice.

B. The following Condition is added:

NONRENEWAL

1. If we decide not to renew or continue this policy we will mail by certified mail to the first Named Insured written notice at least 45 days before the end of the policy period.

2. If we fail to mail proper notice of nonrenewal and the first Named Insured obtains other insurance this policy will end on the effective date of that insurance.

3. We will mail by certified mail our notice of nonrenewal to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and this policy covers fewer than five "autos" of the private passenger type not rated on a fleet basis; or this policy is a plan of reparation security insuring fewer than five "autos" rated on a commercial or fleet basis, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. The first Named Insured may cancel the policy by mailing or delivering to us advance written notice of cancellation.

b. Policies In Effect Less Than 60 Days

When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured:

(1) So as to be received at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

The notice of cancellation will state the reasons for cancellation. Information regarding moving traffic violations or motor vehicle accidents must be specifically requested on the application in order for us to cancel within the first 59 days of coverage for those incidents.

c. Policies In Effect 60 Days Or More

When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was obtained through a material misrepresentation;

(3) Any "insured" made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;

(4) You failed to disclose fully your "auto" accidents and moving traffic violations for the preceding 36 months if called for in the written application for this policy;

(5) You failed to disclose in the written application any requested information necessary for the acceptance or proper rating of the risk;

(6) You knowingly failed to give any required notice of loss or notice of lawsuit commenced against you, or when requested, refused to cooperate in the investigation of a claim or defense of a lawsuit;

(7) You or any driver who either lives with you or customarily uses a covered "auto":

(a) Has had his or her driver's license suspended or revoked within the 36 months prior to the notice of cancellation because of a moving traffic violation or a refusal to be tested for being under the influence of alcohol;

© ISO Properties, Inc., 1999

(b) Is or becomes subject to epilepsy or heart attacks and does not produce a physician's certificate stating that he or she can operate an "auto" safely;

(c) Has an "accident" or conviction record, physical or mental condition, any one or all of which are such that his or her operation of an "auto" might endanger the public safety;

(d) Has been convicted, or forfeited bail, during the 24 months immediately preceding the notice of cancellation for criminal negligence in the use or operation of an "auto", or assault arising out of the use of an "auto" or operating an "auto" while in an intoxicated condition or while under the influence of drugs; or leaving the scene of an "accident" without stopping to report; or making false statements in an application for a driver's license, or theft or unlawful taking of an "auto";

(e) Has been convicted of, or forfeited bail for, one or more violations within the 18 months before the notice of cancellation, of any law, ordinance, or regulation which justify a revocation of a driver's license;

However, Subparagraphs **(a)** through **(e)** above do not apply with respect to any driver who either lives with you or customarily uses a covered "auto" if that driver is identified as a named insured in another coverage form or policy as an insured.

(8) A covered "auto" is:

(a) So mechanically defective that its operation might endanger public safety; or

(b) Used in carrying passengers for hire or compensation. This does not include car pools; or

(c) Used in the business of transporting flammables or explosives; or

(d) An authorized emergency vehicle; or

(e) Subject to an inspection law and has not been inspected or if inspected has failed to qualify within the period specified under such inspection law; or

(f) Substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use.

(9) We replace this policy with another one providing similar coverages and the same rates and limits for the covered "auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

If we cancel for any reason described in Paragraphs **c.(1)** through **(9)** above, we will give written notice of cancellation to the first Named Insured at least:

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

(2) 30 days before the effective date of cancellation if we cancel for any other reason described in Paragraphs **c.(2)** through **c.(9)**.

The effective date of cancellation stated in the notice shall become the effective date of cancellation.

d. If this policy is cancelled, we will send the first Named Insured any premium refund due. Cancellation will be on a pro rata basis if the unearned premium is for a period of more than one month. If you request cancellation and the unearned premium is for a period of one month or less, the refund may be less than pro rata.

If we cancel, cancellation will not become effective unless the premium refund due is returned to you with the notice of cancellation or is delivered or mailed to you so as to be received by you not later than the effective date of cancellation.

If you cancel, any premium refund due will be refunded within 30 days following our receipt of the request for cancellation.

e. Proof of mailing of any notice shall be sufficient proof of notice.

© ISO Properties, Inc., 1999

2. Nonrenewal

a. If we decide not to renew or continue this policy we will give the first Named Insured written notice of our intent not to renew at least 60 days before the end of the policy period. Such notice will be mailed or delivered to the first Named Insured at the last mailing address known to us. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

c. Proof of mailing of any notice shall be sufficient proof of notice.

B. For all other policies not described in Paragraph **A.** above, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

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

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

c. Policies In Effect Less Than 90 Days

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

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

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

d. Policies In Effect 90 Days Or More

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

(1) Nonpayment of premium;

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

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

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

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

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

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

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

© ISO Properties, Inc., 1999

If we cancel for any reason described in Paragraphs **d.(1)** through **(8)** above, we will give notice at least:

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

(2) 60 days before the effective date, if we cancel for any other reason described in Paragraphs **d.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

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

f. Proof of mailing of any notice shall be sufficient proof of notice.

2. Nonrenewal

If we decide not to renew or continue this policy, we will give the first Named Insured and any agent notice of our intent not to renew, at least 60 days before the expiration date. Such notice will be mailed or delivered to the first Named Insured and any agent at their last mailing addresses known to us.

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

a. Insured elsewhere;

b. Accepted replacement coverage; or

c. Agreed not to renew this policy.

Proof of mailing of any notice shall be sufficient proof of notice.

© ISO Properties, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

A. Cancellation

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

2. **Midterm Cancellation**

   a. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason. If we cancel for nonpayment of premium, we will mail at least 10 days written notice to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.

   b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

      (1) Nonpayment of premium.

      (2) If you are an individual and your driver's license or motor vehicle registration or that of a driver who lives with you and customarily uses the covered "auto" has been suspended or revoked during the policy period, or if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date.

   If we cancel for nonpayment of premium, we will mail at least 10 days written notice, stating the reason for cancellation, to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.

   In this case, our notice will state that upon written request of the first Named Insured, mailed or delivered to us not less than 15 days prior to the effective date of cancellation, we will specify the reason for cancellation.

3. **Anniversary Cancellation**

   If this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at the anniversary of its original effective date for any reason. If we cancel, we will mail you at least 45 days written notice.

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

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

   However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

B. Nonrenewal

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured

© ISO Properties, Inc., 2003

and agent, if any, notice at least 45 days before the end of the policy period. Our notice will state that upon written request of the first Named Insured, mailed or delivered to us not later than 1 month following the termination date of the policy, we will notify the first Named Insured in writing, within 15 days of the request of the reason or reasons for nonrenewal.

If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to apply the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

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

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to Paragraph **3.** of the **Cancellation** Common Policy Condition:

If the policy has been in effect for 60 days or more or is a renewal or continuation policy, and we cancel for:

a. Nonpayment of premium to a premium finance company; or

b. Any reason other than nonpayment of premium,

notice of cancellation will be sent by registered or certified mail.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

I. If you are an individual and a covered "auto" you own is predominantly used for non-business purposes, the **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

A. Cancellation

1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
   a. Nonpayment of premium. If we cancel for this reason we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
   b. Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to subdivision (1) of section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason we will mail you at least 20 days notice.
   c. We replace this policy with another one providing similar coverages and the same limits for a covered "auto" of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
   d. This policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 45 but not more than 60 days notice.
   e. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days notice.
   f. Any "insured" made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days notice.

Copyright, Insurance Services Office, Inc., 1999

If one of the reasons listed in this Paragraph **3.** exists, we may cancel the entire policy.

4. Instead of cancellation, we may condition continuation of this policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this we will mail you notice at least 20 days before the date of the change.

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

6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.

2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12 month period following the effective date of the first of the successive policy periods in which the coverage was provided.

3. We do not have to mail notice of nonrenewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

II. For all policies other than those specified in Section **I.**, the **Cancellation** Common Policy Condition is completely replaced by the following:

ENDING THIS POLICY

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. When this policy is in effect 60 days or less and is not a renewal or continuation policy, we may cancel the entire policy by mailing to the first Named Insured at least:

a. 20 days notice if we cancel for any reason not included in Paragraph **b.** below.

b. 15 days notice if we cancel for any of the following reasons:

(1) Nonpayment of premium;

(2) Conviction of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(5) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of

Copyright, Insurance Services Office, Inc., 1999

loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

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

(8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, the first Named Insured may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. We will also send a copy of this notice, simultaneously, to the Insurance Department; or

(9) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto", other than a suspension issued pursuant to subdivision one of section 510b of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.

3. When this policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for any of the reasons listed in Paragraph **2.b**. above, provided we mail the first Named Insured at least 15 days notice. If one of the reasons listed in Paragraph **2.b.** exists, we may cancel the entire policy.

4. Regardless of the number of days this policy has been in effect, if:

a. This policy covers "autos" subject to the provisions of Section 370 **(a)** and **(b)** of the New York Vehicles and Traffic Laws; and

b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason,

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. The effective date of cancellation stated in the notice shall become the end of the policy period.

7. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

B. Nonrenewal And Conditional Renewal

1. If we decide not to renew or continue this policy we will send notice as provided in Paragraph **3.** below.

2. If we condition renewal of this policy upon:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion;

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit

Copyright, Insurance Services Office, Inc., 1999

we will send notice as provided in Paragraph **3.** below.

3. If we decide not to renew or continue this policy, or to conditionally renew this policy as provided in Paragraphs **1.** and **2.** above, we will mail the first Named Insured notice at least 60 but not more than 120 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.

4. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that you have replaced this policy or no longer want it.

5. Any notice of nonrenewal or conditional renewal will be mailed to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

6. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase, and description of any other changes.

7. If we violate any of the provisions of Paragraphs **3.**, **5.** or **6.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(a) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(b) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

C. Paragraph **C.1. Aggregate Limit Of Insurance – Garage Operations – Other Than Covered "Autos"** is amended as follows:

1. The Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Section **II**, Paragraph **B.7.** above.

2. The last sentence of Aggregate Limits – "Garage Operations" Other Than Covered "Autos" does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES— CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **2.** Is replaced by the following:

We will mail or deliver to you and your agent written notice of cancellation, stating the reason(s) for cancellation, at the addresses shown in the policy, at least:

a. 10 days before the effective date of cancellation if cancellation is for nonpayment of premium.

b. 30 days before the effective date of cancellation if cancellation is for any other reason.

2. The following is added to Paragraph **4:**

If this policy is canceled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period.

3. The following is added:

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

a. Nonpayment of Premium;

b. Material misrepresentation of fact, which if known to us would have caused us not to issue the policy;

c. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the policy;

d. Substantial breach of contractual duties, conditions or warranties; or

e. Loss of our reinsurance covering all or a significant part of the particular risk insured, or where continuation of the policy would imperil our solvency or place us in violation of the laws of South Carolina.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail to you and your agent, written notice, stating the reason(s) for nonrenewal, at the addresses shown in the policy, at least 30 days before the end of the policy period.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The Cancellation Common Policy Condition does not apply. The following Condition applies instead:

CANCELLATION

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

2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail written notice of cancellation to the first Named Insured within this period. If we cancel, we will mail the first Named Insured at least 10 days notice.

3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons.

a. Nonpayment of premium. If we cancel for this reason, we will mail the first Named Insured at least 10 days notice.

b. There has been a substantial change in the risk assumed by us since the policy was issued. If we cancel for this reason, we will mail the first Named Insured at least 30 days notice.

c. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.

d. Willful and negligent acts or omission by the "insured" have substantially increased the hazards insured against. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.

e. Revocation or suspension of your driver's license or that of another operator who either resides in the same household or customarily operates the "auto". If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.

f. You present a claim based on fraud or material misrepresentation. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.

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

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

B. The following Condition is added:

NON-RENEWAL

1. If we decide not to renew or continue this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

2. If we offer to renew or continue and you do not accept, this Coverage Part will end on the expiration date of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

Copyright, Insurance Services Office, Inc., 1998

3. If we fail to mail proper notice of non-renewal and you obtain other insurance, this Coverage Part will end on the effective date of that insurance.

C. Mailing of Notices

We will mail or deliver our notice of cancellation or non-renewal to your last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to paragraph **2.** of the CANCELLATION Common Policy Condition:

When this policy is in effect less than sixty days and is not a renewal or continuation policy, we may cancel for any reason that is not prohibited by Section 33-6B-3 of the West Virginia Statutes.

The following is added and supercedes any provision to the contrary:

B. NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice at least 45 days before the end of the policy.

2. For policies that have been in effect less than two years, we will have the right not to renew or continue this policy if the reason or reasons for the nonrenewal are not prohibited by the provisions of Section 33-6B-3 of the West Virginia Statutes.

3. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

4. Any notice of nonrenewal will be mailed or delivered to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS' COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Non-payment of premium; or

(2) Substantial increase in hazard.

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

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

(1) Non-payment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason will be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

B. Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

C. The following is added:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

a. We manifest our willingness to renew;

b. We refuse to renew due to non-payment of premium;

c. If you fail to pay any advance premium required by us for this renewal; or

d. Any property covered under this policy is insured under another insurance policy.

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

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.
3. If this policy has been in effect for 60 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.
4. If this policy has been in effect more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The registration of a covered auto has been suspended or revoked during the policy period and this results in no covered "auto" being validly registered;
   c. An insured's license has been suspended or revoked during the policy period.
5. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

1. If we decide not to renew or continue this policy we will mail or deliver to the first Named Insured written notice at least 30 days before the end of the policy period. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. Failure to pay the required renewal or continuation premium when due shall mean that the first Named Insured has not accepted our offer.
2. If the first Named Insured obtains other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

We will mail by post office receipt secured or certified mail or deliver our notice of cancellation or nonrenewal to the last mailing addresses known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the "private passenger type," and this policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the CANCELLATION Common Policy Condition does not apply to that "auto." The following Condition applies instead:

ENDING THIS POLICY

1. Cancellation

   a. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this policy by mailing you notice of cancellation. If we cancel for nonpayment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days written notice.

   c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel LIABILITY COVERAGE and PERSONAL INJURY PROTECTION only for one or more of the following reasons:

   (1) Nonpayment of premium.

   (2) Fraudulent misrepresentation in obtaining this policy.

   (3) The "insured" violates any terms or conditions of the policy.

   (4) You or any other operator who either resides in the same household or customarily operates a covered "auto."

   (a) Has had his or her driver's license suspended or revoked during the policy period.

   (b) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate stating that he or she can operate a motor vehicle safely.

   (c) Has been convicted during the policy period or 36 months before it, for:

   (i) Any felony, or

   (ii) Criminal negligence resulting in death, homicide or assault, arising from the operation of a motor vehicle, or

   (iii) Driving a motor vehicle while intoxicated or under the influence of drugs, or

   (iv) Leaving the scene of an "accident" without stopping to report, or

   (v) Theft of a motor vehicle, or

   (vi) Making false statements when applying for a driver's license, or

   (vii) A third moving violation, committed within a period of 18 months of:

   (a) any regulation limiting the speed of motor vehicles, or

   (b) any of the provisions in the motor vehicle laws of

Copyright, Insurance Services Office, Inc., 1995

any state, the violation of which constitutes a misdemeanor or traffic infraction, or

(c) any ordinance traffic, infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.

(5) We replace this policy with another one providing similar coverages and the same limits for the covered "auto." The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. Renewal or continuation of this policy does not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

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

2. Nonrenewal

a. If we decide not to renew or continue this policy we will mail you written notice at least 30 days before the end of the policy period.

b. We may not renew or continue this policy only for one or more of the following reasons:

(1) When we are required or have been permitted by the commissioner of insurance, in writing, to reduce premium volume in order to preserve our financial integrity.

(2) When we cease to transact such business in this state.

(3) When we are able to show competent medical evidence that the insured has a physical or mental disablement that impairs his or her ability to drive in a safe and reasonable manner.

(4) When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by us at the initial issuance or the last renewal of the policy.

(5) When the policy has been continuously in effect for a period of 5 years, provided that such 5 year period shall begin at the first anniversary date following the policy effective date.

(6) When any of the reasons specified as reasons for cancellation are existent.

c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing of Notices

We will mail any notice of cancellation or nonrenewal by certified or registered mail or United States post office certificate of mailing to your last mailing address known to us. Proof of mailing will be sufficient proof of notice.

B. For all policies not described in paragraph A. above, the CANCELLATION Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

1. Cancellation

a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

Copyright, Insurance Services Office, Inc., 1995

b. We may cancel this policy by mailing you written notice of cancellation, stating our reasons for cancellation. If we cancel for nonpayment of premium we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.

c. When this policy is in effect for 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) This policy was issued because of material misrepresentation.

(3) Any "insured" violated any of the material terms and conditions of this policy.

(4) Unfavorable underwriting factors, specific to the "insured," exist that were not present at the inception of this policy.

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas.

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

d. The effective date of cancellation stated in the notice shall become the end of the policy period.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Nonrenewal

a. If we decide not to renew or continue this policy, we will mail you written notice at least 60 days before the end of the policy period stating the reasons for nonrenewal. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. If we fail to mail proper notice and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing of Notices

Any notice of cancellation or nonrenewal will be mailed by certified or registered mail or United States post office certificate of mailing to the first named insured's last mailing address known to us. Proof of mailing of any notice will be sufficient proof of notice.

4. Notice of Director of Vehicles

If you are a Vehicle Dealer or Mobile Home Dealer, the following provision applies:

If the policy is cancelled, we will notify the Director of Vehicles 30 days before the effective date of cancellation.

Copyright, Insurance Services Office, Inc., 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to the Coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A.2.b** of the Common Policy Conditions, **CANCELLATION**, is changed to read as follows:

b. 45 days before the effective date of cancellation if we cancel for any other reason. The notice of cancellation will state the reason(s) for the cancellation.

B. The following is added to paragraph **A.** of the Common Policy Conditions, **CANCELLATION:**

7. If this policy provides Personal Injury Protection and Liability Coverage in accordance with Section 627.7275 of the Florida Insurance Law, and:

a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days following the date of issuance or renewal, except for one of the following reasons:

(1) The covered "auto" is completely destroyed such that it is no longer operable;

(2) Ownership of the covered "auto" is transferred; or

(3) The "named insured" has purchased another policy covering the motor vehicle insured under this policy.

b. It is a new policy, we may not cancel for nonpayment of premium during the first 60 days following the date of policy issuance unless a check used to pay us is dishonored for any reason.

C. The following Condition is added:

NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Notice of Nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The CANCELLATION COMMON POLICY Condition is replaced by the following:

CANCELLATION

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

b. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation stating the reasons for cancellation.

(1) Nonpayment of premium.

(2) The policy was obtained through a material misrepresentation.

(3) Any "insured" has violated any of the terms and conditions of the policy.

(4) The risk originally accepted has measurably increased.

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

(6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the Illinois insurance laws.

c. If we cancel for nonpayment of premium, we will mail you at least 10 days written notice.

d. If this policy is cancelled for other than nonpayment of premium and the policy is in effect:

(1) 60 days or less, we will mail you at least 30 days written notice.

(2) 61 days or more, we will mail you at least 60 days written notice.

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

f. The effective date of cancellation stated in the notice shall become the end of the policy period.

g. Our notice of cancellation will state the reason for cancellation.

h. A copy of the notice will also be sent to your agent or broker and the loss payee.

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

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you, your agent or broker and the loss payee written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation

Copyright, Insurance Services Office, Inc., 1993

premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. MAILING OF NOTICES

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, if this policy is financed under a premium finance agreement and we cancel at the request of the premium finance company upon default of the first Named Insured, the refund will be pro rata.

The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

1. If we decide not to renew or continue this policy, we will give, mail or deliver to the first Named Insured at the mailing address shown in the policy and to the producer of record, written notice of our intent not to renew at least 60 days before the expiration date.

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

3. We need not give, mail or deliver this notice if:

a. We have offered to issue a renewal policy; or

b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

© ISO Properties, Inc., 2004

005029

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED TITLE – AUTO COVERAGE PARTS

This endorsement modifies all endorsements in this policy.

Whenever the term "COMMERCIAL AUTO COVERAGE PART" is used to indicate a type of insurance an endorsement modifies, it is changed to:

COMMERCIAL AUTO – ALL COVERAGE PARTS

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07

COMMERCIAL AUTO
ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

1. Name: FL DEPARTMENT OF HIGHWAY SAFETY

   Address:

   FL

2. Number of Days Notice: 30

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

PROVISIONS

We will mail notice of cancellation or material limitation of these coverage forms to the person or organization shown above. We will mail the notice at least the Number of Days indicated above before the effective date of our action.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 00 01 07

POLICY NUMBER TC2J-CAP-260T3298-TIL-07

STATE APPLICABILITY

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

COVERAGE FORM

BUSINESS AUTO COVERAGE FORM CA 00 01 01 87 AND ENDORSEMENT CA 00 29 12 88 APPLY TO PUERTO RICO.

BUSINESS AUTO COVERAGE FORM CA 00 01 10 01 APPLIES TO ALL REMAINING STATES COVERED ON THIS POLICY.

BUSINESS AUTO COVERAGE EXTENSION FORM CA T9 60 06 05 APPLIES TO NEW YORK.

BUSINESS AUTO COVERAGE EXTENSION FORM CA T3 53 01 04 APPLIES TO ALL REMAINING STATES ON THE POLICY.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 01 01 07

POLICY NUMBER TC2J-CAP-260T3298-TIL-07

EXCLUSION-ALL POLLUTION-DESIGNATED ENTITIES

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

DESIGNATED ENTITIES: AZURIX NORTH AMERICA CORPORATION, AND ANY SUBSIDIARIES THEREOF.

PROVISIONS

I. UNDER SECTION II, EXCLUSION B.11 LIABILITY IS REPLACED BY THE FOLLOWING:

II. POLLUTION
"BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE OR ESCAPE OF "POLLUTANTS":

A. THAT ARE, OR THAT ARE CONTAINED IN ANY PROPERTY THAT IS:
(1) BEING TRANSPORTED OR TOWED BY, HANDLED, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM, THE COVERED "AUTO"
(2) OTHERWISE IN THE COURSE OF TRANSIT BY OR ON BEHALF OF THE "INSURED"; OR
(3) BEING STORED, DISPOSED OF, TREATED OR PROCESSED IN OR UPON THE COVERED "AUTO."

B. BEFORE THE "POLLUTANTS" OR ANY PROPERTY IN WHICH THE "POLLUTANTS" ARE CONTAINED ARE MOVED FROM THE PLACE WHERE THEY ARE ACCEPTED BY THE "INSURED" FOR MOVEMENT INTO OR ONTO THE COVERED "AUTO"; OR

C. AFTER THE "POLLUTANTS" OR ANY PROPERTY IN WHICH THE "POLLUTANTS" ARE CONTAINED ARE MOVED FROM THE COVERED "AUTO" TO THE PLACE WHERE THEY ARE FINALLY DELIVERED, DISPOSED OF OR ABANDONED BY THE "INSURED".

PARAGRAPH A. ABOVE DOES NOT APPLY TO FUELS, LUBRICANTS, FLUIDS, EXHAUST GASES OR OTHER SIMILIAR "POLLUTANTS" THAT ARE NEEDED FOR OR RESULT FROM THE NORMAL ELECTRICAL, HYDRAULIC OR MECHANICAL FUNCTIONING OF THE COVERED "AUTO" OR ITS PARTS, IF:

Continued on next page

EXCLUSION-ALL POLLUTION-DESIGNATED ENTITIES

(1) THE "POLLUTANTS" ESCAPE, SEEP, MIGRATE OR ARE DISCHARGED, DISPERSED OR RELEASED DIRECTLY FROM AN "AUTO" PART DESIGNED BY ITS MANUFACTURER TO HOLD, STORE, RECEIVE OR DISPOSE OF SUCH "POLLUTANTS"; AND
(2) THE "BODILY INJURY", "PROPERTY DAMAGE" OR "COVERED POLLUTION COST OR EXPENSE" DOES NOT ARISE OUT OF THE OPERATION OF ANY EQUIPMENT LISTED IN PARAGRAPHS 6.B. AND 6.C. OF THE DEFINITION OF "MOBILE EQUIPMENT."

PARAGRAPHS B. AND C. ABOVE OF THIS EXCLUSION DO NOT APPLY TO "ACCIDENTS" THAT OCCUR AWAY FROM PREMISES OWNED BY OR RENTED TO AN "INSURED" WITH RESPECT TO "POLLUTANTS" NOT IN OR UPON A COVERED "AUTO" IF:

(1) THE "POLLUTANTS" OR ANY PROPERTY IN WHICH THE "POLLUTANTS" ARE CONTAINED ARE UPSET, OVERTURNED OR DAMAGED AS A RESULT OF THE MAINTENANCE OR USE OF A COVERED "AUTO"; AND
(2) THE DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE, OR ESCAPE OF THE "POLLUTANTS" IS CAUSED DIRECTLY BY SUCH UPSET, OVERTURN OR DAMAGE.

2. THIS EXCLUSION APPLIES TO:
A. THE ENTITIES DESIGNATED IN THE SCHEDULE ABOVE AND ANY SUBSIDIARIES THEREOF; AND
B. LIABILITY INCURRED BY YOU OR ANY OF YOUR SUBSIDIARIES ARISING OUT OF THE OPERATION OF ANY "AUTO" OF ANY ENTITIES LISTED IN THE SCHEDULE ABOVE, OR ANY SUBSIDIARY OF THOSE ENTITIES.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 02 01 07

POLICY NUMBER TC2J-CAP-260T3298-TIL-07

AMENDMENT OF DEFINITIONS

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

IN ADDITION TO THE DEFINITIONS IN THE POLICY, THE FOLLOWING DEFINITION HAS BEEN ADDED:

M. A "PRIVATE PASSENGER AUTO" IS A FOUR WHEEL VEHICLE OF THE PRIVATE PASSENGER OR STATION WAGON TYPE, NOT USED FOR THE TRANSPORTATION OF MEMBERS OF THE PUBLIC FOR HIRE.

AMENDMENT OF PUNITIVE DAMAGES EXCLUSION

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

PROVISIONS

1. WE WILL PAY THOSE SUMS THAT YOU BECOME LEGALLY OBLIGATED TO PAY AS "PUNITIVE DAMAGES" PROVIDED THAT YOU ALSO BECOME LEGALLY OBLIGATED TO PAY DAMAGES OF "BODILY INJURY" OR "PROPERTY DAMAGE" OR ANY OTHER INJURY OR DAMAGE FOR WHICH THE POLICY AFFORDS COVERAGE. WE WILL HAVE THE RIGHT AND DUTY TO DEFEND ANY "SUIT" SEEKING "PUNITIVE DAMAGES" PROVIDED THAT THE "SUIT" ALSO SEEKS DAMAGES BECAUSE OF "BODILY IMJURY" OR "PROPERTY DAMAGE" OR ANY OTHER INJURY OR DAMAGE FOR WHICH THE POLICY AFFORDS COVERAGE. HOWEVER, WE WILL HAVE NO DUTY TO DEFEND THE INSURED AGAINST ANY "SUIT" SEEKING "PUNITIVE DAMAGES" IF THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE". WE MAY AT OUR DISCRETION INVESTIGATE AND SETTLE ANY CLAIM OR "SUIT" SEEKING "PUNITIVE DAMAGES" FOR WHICH COVERAGE IS AFFORDED BY THIS ENDORSEMENT. BUT:

   A. THE AMOUNT WE WILL PAY FOR "PUNITIVE DAMAGES" SHALL BE CONTAINED WITHIN AND SHALL NOT UNDER ANY CIRCUMSTANCES EXPAND, ENLARGE OR BE IN ADDITION TO THE LIMITS OF INSURANCE DESCRIBED IN THE LIMITS OF INSURANCE SECTION APPLICABLE TO ANY COVERAGE AFFORDED UNDER THE POLICY.

   B. OUR RIGHT AND DUTY TO DEFEND END WHEN WE HAVE USED UP THE APPLICABLE LIMIT OF INSURANCE IN THE PAYMENT OF JUDGEMENTS, SETTLEMENTS OR MEDICAL EXPENSES (AS APPLICABLE) UNDER THE COVERAGES AFFORDED UNDER THIS POLICY.

NO OTHER OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES IS COVERED UNLESS EXPLICITLY PROVIDED FOR UNDER ANY APPLICABLE SUPPLEMENTARY PAYMENTS PROVISION OF THE POLICY.

2. EXCLUSIONS.

Continued on next page

005033

AMENDMENT OF PUNITIVE DAMAGES EXCLUSION

THE INSURANCE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY TO:

A. "PUNITIVE DAMAGES" IMPOSED AGAINST ANY INSURED WHERE THE "SUIT" SEEKING SUCH ""PUNITIVE DAMAGES" IS FILED IN A STATE IN WHICH THE INSURABILITY OF SUCH DAMAGES IS PROHIBITED BY CASE LAW, STATUTORY LAW OR REGULATION, WITHOUT REGARD TO THE CHOICE OF LAW RULES IN THAT STATE. THIS CHOICE OF LAW STANDARD APPLIES ONLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

B. "PUNITIVE DAMAGES" PAYABLE IN THE ABSENCE OF DAMAGES BECAUSE OF "BODILY INJURY" OR "PROPERTY DAMAGE" OR OTHER INJURY OR DAMAGE FOR WHICH COVERAGE IS AFFORDED UNDER THE POLICY.

C. "PUNITIVE DAMAGES" WHICH ARE AGREED TO BE PAID WITHOUT OUR CONSENT.

3. ONLY AS RESPECTS THE PROVISONS OF THIS ENDORSEMENT, THE FOLLOWING DEFINITION IS ADDED TO THE DEFINITION SECTION OF THE POLICY:

"PUNITIVE DAMAGES" MEAN PUNITIVE OR EXEMPLARY DAMAGES WHICH ARE EXPRESSLY IDENTIFIED AS SUCH WHICH ARE PAYABLE IN ADDITION TO THOSE DAMAGES WHICH ARE INTENDED TO COMPENSATE THE INJURED PARTY FOR ITS LOSS. "PUNITIVE DAMAGES" SHALL NOT INCLUDE INTEREST ON ANY JUDGEMENT, ATTORNEYS FEES, ADMINISTRATIVE FINES OR SANCTIONS, CIVIL OR STATUTORY FINES OR PENALITIES, OR COSTS INCURRED FOR EQUITABLE RELIEF OR COSTS INCURRED IN THE PERFORMANCE OF ANY EQUITABLE REMEDY.

4. ANY TERMS WHICH ARE IN QUOTES IN THIS ENDORSEMENT, AND THE TERMS "YOU" AND "YOUR", "WE", "US" AND "OUR", AND "INSURED" ALL HAVE THE SAME MEANING IN THIS ENDORSEMENT AS THEY DO IN THE POLICY IN WHICH THEY ARE DEFINED.

DEDUCTIBLE INSURANCE

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

THE SCHEDULE OF ENDORSEMENT CA T3 07 09 05, ENDORSEMENT CA T4 06 02 05, AND ENDORSEMENT CA T4 06 09 05, DEDUCTIBLE INSURANCE, IS AMENDED TO READ AS FOLLOWS:

SCHEDULE

(FOR PURPOSES OF THIS SCHEDULE ONLY,"FIRST PARTY BENEFIT(S)" SHALL MEAN UNINSURED AND/OR UNDERINSURED MOTORISTS BENEFITS, AND/OR PERSONAL INJURY PROTECTION BENEFITS OR NO FAULT BENEFITS, AND/OR MEDICAL PAYMENTS BENEFITS)

DEDUCTIBLE AMOUNT FOR ALL COVERAGES EXCLUDING PHYSICAL DAMAGE $500,000 EACH ACCIDENT APPLIES TO DAMAGES (INCLUDING "COVERED POLLUTION COST OR EXPENSE" AND/OR ANY "FIRST PARTY BENEFIT(S)") ONLY, WITH "ALAE" REIMBURSED BY YOU FOR THE TOTAL AMOUNT OF EXPENSE REGARDLESS OF THE DEDUCTIBLE AMOUNT(S).

CLAIMS HANDLING AND OTHER ASSOCIATED EXPENSES:

CLAIMS HANDLING (EXCLUDING PHYSICAL DAMAGE) IS REIMBURSED BY YOU AS A FLAT CHARGE FOR EACH CLAIM;

FLAT CHARGE PER CLAIM $600.

CHARGES OTHER THAN CLAIM HANDLING ARE REIMBURSED BY YOU AT A RATE OF $112.032 TIME EXPOSURE BASE OF

AUDITED POWER UNITS PER POWER UNIT.

NO AGGREGATE DEDUCTIBLE LIMIT APPLIES.

MAXIMUM LOSS CONTENT IS A NEGOTIATED RATE OF 9.5322 TIMES EXPOSURE BASE OF AUDITED TOTAL WC PAYROLL EXCLUDING MONOPOLISTIC PAYROLL PER $100

BUT IN NO EVENT LESS THAN $ 23,266,116

Continued on next page

005034

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 07 01 07

POLICY NUMBER TC2J-CAP-260T3298-TIL-07

DEDUCTIBLE INSURANCE

SCHEDULE OF POLICY NUMBERS FOR WHICH THE MAXIMUM LOSS CONTENT IS APPLICABLE.

TC2J-UB-121D3206
TRJ-UB-121D3218
TC2J-CAP-260T3298

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 08 01 07

POLICY NUMBER TC2J-CAP-260T3298-TIL-07

ADDITIONAL INSURED

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

ENDORSEMENT CA T3 01 02 99, ADDITIONAL INSURED, IS AMENDED TO READ AS FOLLOWS:

PERSON OR ORGANIZATION TO READ: THE PEOPLE OF THE STATE OF NEW YORK, ALL MUNICIPAL SUBDIVISION THEREOF, AND THE COMMISSIONER AND DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE THRUWAY AUTHORITY, THE STATE BRIDGE AUTHORITY, AND THEIR OFFICIALS, OFFICERS, AND EMPLOYEES.

ADDRESS TO READ: NEW YORK STATE DEPARTMENT OF TRANSPORTATION HIGHWAY PERMIT SECTION
THE STATE CAMPUS
1220 WASHINGTON AVENUE
BUILDING 5, ROOM 311
ALBANY, NY 12232-0455

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 09 01 07

POLICY NUMBER TC2J-CAP-260T3298-TIL-07

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

ENDORSEMENT CA 20 01 10 01, LESSOR - ADDITIONAL INSURED AND LOSS PAYEE IS AMENDED TO READ AS FOLLOWS:

ADDITIONAL INSURED (LESSOR) TO READ:

ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF TWELVE MONTHS OR MORE THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

DESIGNATION OR DESCRIPTION OF LEASED "AUTOS" TO READ:

ANY AUTO LEASED FOR A PERIOD OF TWELVE MONTHS OR MORE UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

CALIFORNIA - DEDUCTIBLE ENDORSEMENT

IT IS AGREED THAT:

THIS ENDORSEMENT NODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

THE SCHEDULE OF ENDORSEMENT CA F0 57 12 05, CALIFORNIA - DEDUCTIBLE ENDORSEMENT IS AMENDED TO READ:

SCHEDULE

(For purposes of this Schedule only, "first party benefit(s)" shall mean uninsured and/or underinsured motorists benefits, and/or personal injury protection benefits or no fault benefits, and/or medical payments benefits)

1. Deductible Amount for all coverages excluding Physical Damage $___500,000_____ Each Accident applies: (option that applies is indicated by "X")
   - **a.** __ To combined damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "ALAE"; or
   - **b.** __ Separately to damages (including "covered pollution cost or expense" and/or any "first party benefit(s)"), and "ALAE"; or
   - **c.** __ To damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") only. You will reimburse us for the total amount of "ALAE" if the amount of damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") is equal to or less than the Deductible Amount. If the amount of damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   - **d.** X__ To damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") only, with "ALAE" reimbursed by you for the total amount of expense regardless of the Deductible Amount.

2. Physical Damage Deductible Amount $_____ Each "Loss" applies: (option that applies is indicated by "X")
   - **a.** __ To combined "loss" and "ALAE"; or
   - **b.** __ Separately to "loss", and "ALAE"; or
   - **c.** __ To "loss" only. You will reimburse us for the total amount of "ALAE" if the amount of "loss" is equal to or less than the Deductible Amount. If the amount of "loss" is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total "loss" payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   - **d.** __ To "loss" only, with "ALAE" reimbursed by you for the total amount of expense regardless of the Deductible Amount.

3. Deductible Amount for all coverages $_____ Each Accident or "Loss" applies: (option that applies is indicated by "X")
   - **a.** __ To combined damages (including "covered pollution cost or expense" and/or any "first party benefit(s)"), "loss" and "ALAE"; or
   - **b.** __ To combined damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss", separately to "ALAE"; or
   - **c.** __ To combined damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss". You will reimburse us for the total amount of "ALAE" if the amount of damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss" is equal to or less than the Deductible Amount. If the amount of damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss" is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss" payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   - **d.** __ To combined damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss", with "ALAE" reimbursed by you for the total amount of expense regardless of the Deductible Amount.

4. Aggregate Deductible Limit $_____. It is adjusted based on: (option that applies is indicated by "X")

   a. __ Rate of _____ per _____
   (enter rate) (enter exposure base)
   But in no event less than $_____ , or
   (dollar amount)

   b. __ Percentage of Standard Premium _____
   (enter percentage of Standard Premium)
   But in no event less than $_____
   (dollar amount)

   c. _X_ No Aggregate Deductible Limit applies.

5. Claims Handling and other associated expenses:

   a. Claim Handling (excluding Physical Damage) is (options that apply are indicated by "X")

      i. __ reimbursed by you as a percentage charge for each claim;
      percentage charge: _____ ; or

      ii. _X_ reimbursed by you as a flat charge for each claim;
      flat charge per claim $ 600_____ ; or

      iii. __ reimbursed by you as a flat charge against the policy;
      flat charge $ _____ ;

   b. Physical Damage Claim Handling is (options that apply are indicated by "X")

      i. __ reimbursed by you as a percentage charge for each claim;
      percentage charge: _____ ; or

      ii. __ reimbursed by you as a flat charge for each claim;
      flat charge per claim $ _____ ; or

      iii. __ reimbursed by you as a flat charge against the policy;
      flat charge $ _____.

   c. Charges other than Claim Handling are: (option that applies is indicated by "X")

      i. _X_ reimbursed by you at a rate of _$112.032__ times exposure base of _Audited Power Units_
      per _Power Unit_____; or

      ii. __ reimbursed by you as a flat charge of _____ against the policy.

6. Maximum Loss Content (Applicable only if 4.c. of this Schedule is selected) (option that applies is indicated by "X")

   a. X__ Rate of ___9.5322__ per $100 OF Audited Total WC Payroll Excluding Monopolistic Payroll
   (enter rate) (enter exposure base)
   But in no event less than $_23,266,116 _____ , or
   (dollar amount)

   b. __ Percentage of Standard Premium _____
   (enter percentage of Standard Premium)
   But in no event less than $_____
   (dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2J-UB-121D3206, TRJ-UB-121D3218, TC2J-CAP-260T3298

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

EFFECTIVE DATE 01-01-07 EXPIRATION DATE 01-01-08
 DATE OF ISSUE 01-18-07

NEW JERSEY - DEDUCTIBLE ENDORSEMENT

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE SCHEDULE OF ENDORSEMENT CA F0 56 09 05, NEW JERSEY - DEDUCTIBLE ENDORSEMENT IS AMENDED TO READ:

SCHEDULE

(For purposes of this Schedule only, "first party benefit(s)" shall mean uninsured and/or underinsured motorists benefits, and/or personal injury protection benefits or no fault benefits, and/or medical payments benefits)

1. Deductible Amount for all coverages excluding Physical Damage $__500,000____ Each Accident applies to damages (including "covered pollution cost or expense" and/or any "first party benefit(s)").

2. Physical Damage Deductible Amount $_____ Each "Loss" applies to "loss".

3. Deductible Amount for all coverages $_____ Each Accident or "Loss" applies to combined damages (including "covered pollution cost or expense" and/or any "first party benefit(s)") and "loss".

4. Aggregate Deductible Limit $_____. It is adjusted based on: (option that applies is indicated by "X")
   - **a.** __ Negotiated rate of _____ per _____
     (enter rate) (enter exposure base)
     But in no event less than $_____ , or
     (dollar amount)
   - **b.** __ Negotiated percentage of Standard Premium _____
     (enter percentage of Standard Premium)
     But in no event less than $_____
     (dollar amount)
   - **c.** _X_ No Aggregate Deductible Limit applies.

5. **a.** Claim Handling "ULAE" (excluding Physical Damage) is (options that apply are indicated by "X")
   - **i.** __ reimbursed by you as a percentage charge for each claim; percentage charge: _____ ; or
   - **ii.** _X_ reimbursed by you as a flat charge for each claim; flat charge per claim $ 600_____ ; or
   - **iii.** __ reimbursed by you as a flat charge against the policy; flat charge $ _____ ;

   b. Physical Damage Claim Handling "ULAE" is (options that apply are indicated by "X")
   - **i.** __ reimbursed by you as a percentage charge for each claim; percentage charge: _____ ; or
   - **ii.** __ reimbursed by you as a flat charge for each claim; flat charge per claim $ _____ ; or
   - **iii.** __ reimbursed by you as a flat charge against the policy; flat charge $ _____.

   c. Charges other than Claim Handling "ULAE" are: (option that applies is indicated by "X")
   - **i.** X_ reimbursed by you at a rate of _$112.032__ times exposure base of _Audited Power Units___ per _Power Unit_____; or
   - **ii.** __ reimbursed by you as a flat charge of _____ against the policy.

6. Maximum Loss Content (Applicable only if 4.c. of this Schedule is selected) (option that applies is indicated by "X")

a. X__ Negotiated rate of 9.5322 per $100 OF Audited Total WC Payroll Excluding Monopolistic Payroll
(enter rate) (enter exposure base)
But in no event less than $23,266,116 , or
(dollar amount)

b. __ Negotiated percentage of Standard Premium _____
(enter percentage of Standard Premium)
But in no event less than $_____
(dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2J-UB-121D3206, TRJ-UB-121D3218, TC2J-CAP-260T3298

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—AUTOS IN CANADA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

PROVISIONS

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of any "autos" principally garaged in Canada.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES — POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Hawaii, the policy is changed as follows:

B. The **EXCLUSIONS for LIABILITY COVERAGE** are changed as follows:

1. The POLLUTION exclusion in the BUSINESS AUTO and TRUCKERS COVERAGE FORMS is changed by adding the following:

Paragraph a.(1) does not apply if the discharge, dispersal, release or escape is sudden and accidental.

2. The POLLUTION Exclusion applicable to "Garage Operations" – Covered "Autos" in the GARAGE COVERAGE FORM is changed by adding the following:

Paragraph a.(1) does not apply if the discharge, dispersal, release or escape is sudden and accidental.

Copyright Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT
VIRGINIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

C. SECTION V – DEFINITIONS, Definition **F.** ("Employee") is deleted and replaced by the following definition:

F. "Employee" includes a "leased worker" and a "temporary worker".

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, with its permission.

INTERLINE ENDORSEMENTS

005039

INTERLINE ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The Insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

Copyright, Insurance Services Office, Inc., 1997

2. As used in this endorsement:

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

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material," and "by-product material" have the meanings given

© ISO Properties, Inc., 2001

them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

© ISO Properties, Inc., 2001

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor;"

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

COMPULSORY LIABILITY INSURANCE POLICY – PUERTO RICO

THIS POLICY PROVIDES THE PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT". THIS COVERAGE APPLIES ONLY TO ACCIDENTS THAT OCCUR IN PUERTO RICO AND THAT RESULT FROM THE USE OF "YOUR COVERED AUTO".

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

In consideration of the premium for the compulsory liability insurance and subject to all of the terms of this policy, we agree with you the following:

SECTION 1 – DEFINITIONS

A. Throughout this policy, "you", "your" and "yours" refer to:

1. The "named insured" owner of "your covered auto" shown in the Declarations;

2. If the "named insured" is an individual:

a. The spouse, if a resident of the same household; and

b. If the "named insured" dies, the surviving spouse, if a resident of the same household at the time of death. Coverage applies to the spouse as if the "named insured" shown in the Declarations

B. "We", "us" and "our" refer to the Company providing this insurance.

Other words and phrases are defined. They are in quotation marks when used.

C. "Family member", if the "named insured" is an individual, means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

D. "Insured" means:

1. You or any "family member" with respect to the use of "your covered auto".

2. Any person using "your covered auto" with your permission, except someone using "your covered auto" while working in a business of selling, servicing, repairing or parking motor vehicles, unless that business is yours.

3. The legal representative of the deceased person, if the "named insured" shown in the Declarations is an individual and dies. This applies only with respect to the representative's legal responsibility for the use of "your covered auto".

E. "Traffic accident" refers to an accident between motor vehicles in which at least one of the motor vehicles involved is in motion.

F. "Trailer" means a vehicle designed to be pulled by a "private passenger vehicle" or a "commercial vehicle". "Trailer" includes semitrailer.

It also means a farm wagon or farm implement while towed by a "private passenger vehicle" or a "commercial vehicle".

G. "Private insurer" means an insurer that is authorized or may be authorized in the future to underwrite in Puerto Rico, insurance against any loss, expense or liability for loss of or damage to persons or property, resulting from or incidental to the ownership, maintenance or use of any land vehicle, aircraft or draft or riding animal, all this in accordance with Article 4.070(1) of the Insurance Code of Puerto Rico, provided that the volume of premiums written for that kind of insurance by said insurer is greater than one (1) percent of the total volume of premiums underwritten in Puerto Rico for the same.

H. "Joint Underwriting Association" means the Compulsory Liability Insurance Joint Underwriting Association made up of all the private insurers, whose main purpose is to provide compulsory liability insurance to applicants of said insurance who have been rejected by the private insurers.

I. "Your covered auto" means:

1. Your motor vehicle shown in the Declarations and classified as a "private passenger vehicle" or as a "commercial vehicle".

2. Any "trailer" attached to the motor vehicle shown in the Declarations, if registered in the

Puerto Rico Department of Transportation and Public Works as having a loading capacity of two (2) tons or under.

3. Your "trailer" shown in the Declarations, if registered in the Puerto Rico Department of Transportation and Public Works as having a loading capacity of over two (2) tons.

J. "Property damage" means physical injury to or destruction of a motor vehicle and does not include loss of use of a motor vehicle.

K. "Declarations" means the page in this policy designated as such and for the insureds of the "Joint Underwriting Association" means the license of the vehicle covered under this policy.

L. "Suit" means a civil proceeding in which damages because of "property damages" to which this insurance applies are alleged.

M. "Joint accident report" means the uniform accident report that all "insureds" shall use to notify the "private insurers" or the "Joint Underwriting Association", of an accident between two (2) or more motor vehicles and the circumstances pertaining to how, when and where the accident occurred.

N. "Police" means the Puerto Rico State Police and the Municipal Guard or Municipal Police.

O. "Traditional liability insurance" means vehicle insurance as defined in Section 4.070(1) of the Insurance Code of Puerto Rico, which is written by a "private insurer" different from the compulsory liability insurance established by Act No. 253 of December 27, 1995, as amended.

P. "System" means the Initial Liability Determination System adopted in accordance with Act No. 253 of December 27, 1995, as amended.

Q. "Commercial vehicle" means a motor vehicle that the Puerto Rico Department of Transportation and Public Works does not register as a private automobile, an automobile of a handicapped person or a motorcycle. The term "commercial vehicle" includes a "trailer" registered by said Department as having a loading capacity of over two (2) tons.

R. "Racing vehicle" or "high performance vehicle" means a motor vehicle that has been modified or that, by its own design, is suited for driving at a higher than normal speed depending on the condition of the road. This classification results because of the motor, the chassis, the suspension, the brakes and the tires with which the vehicle is endowed.

S. "Motor vehicles" means and includes commercial vehicles and private passenger vehicles.

T. "Private passenger vehicle" means a motor vehicle that the Puerto Rico Department of Transportation and Public Works registers as a private automobile, an automobile of a handicapped person or a motorcycle.

U. "Public vehicle" means a motor vehicle used on the public roads for the transportation of passengers, in exchange of payment, by a public carrier as defined in Section 2(d) of Act No. 109 of June 28, 1962, as amended, known as the "Puerto Rico Public Service Act".

SECTION II – COMPULSORY LIABILITY INSURANCE COVERAGE

A. INSURING AGREEMENT

We will pay the following damages for "property damage" for which any "insured" becomes legally responsible because of a "traffic accident" resulting from the use of "your covered auto":

1. In the case of a "traffic accident" which is within the scope of the diagrams mentioned in Article No. 7 of the "System", the amount, if any, payable under the applicable diagram. The amount thus determined is the most we will pay regardless of any subsequent adjudication of additional amounts, unless a court of competent jurisdiction determines that said "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the "System" or that the selection of the diagram applied in that particular "traffic accident" was incorrectly made.

   a. If the court determines that the "traffic accident" is not within the scope of the diagrams mentioned In Article No. 7 of the "System", we will pay the amounts, if any, settled through the use of available means, subject to the provisions of the Insurance Code of Puerto Rico. Damages will include prejudgement interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or "suit" asking for these damages. Therefore, in addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the coverage has been exhausted through payment of judgments, settlements or court consignments.

If the court determines that the "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the System", we will also pay the legal defense costs, if any, you incurred in presenting your case, to the court, regarding the applicability of the diagrams, until the court's decision as to the non applicability of the diagrams is final.

b. If the court determines that the selection of the diagram applied in a particular "traffic accident" was incorrectly made, we will pay the amount, if any, corresponding to the applicable diagram, as determined by the court. In this event, we will also pay the legal defense costs, if any, you incurred in presenting your case, to the court, regarding the applicability of the diagrams, until the court's decision as to the correct selection of diagram is final.

2. In the case of a "traffic accident" that does not fall within the scope of the diagrams mentioned in Article No. 7 of the "System", we will pay the amount, if any, settled or awarded through the use of available means, subject to the provisions of the Insurance Code of Puerto Rico. Damages will include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Therefore, in addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the coverage has been exhausted through payment of judgments, settlements or court consignments.

We have no duty to defend or settle any claims for "property damage" not covered under this policy.

B. SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to two hundred and fifty dollars ($250.00) for the cost of bail bonds required because of a "traffic accident", including violations related to Act No. 141 of July 20, 1960, as amended, known as the Puerto Rico Vehicles and Traffic Act. The "traffic accident" must result in "property damage" covered under this policy.

2. Premiums on appeal bonds and bonds to release attachments in any "suit" we defend.

3. Interest accruing after a judgment is entered in any "suit" we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. All reasonable expenses incurred by an "insured", at our request, and the actual loss of earnings up to fifty dollars ($50.00) a day.

C. EXCLUSIONS

1. We do not provide "property damage" liability coverage for:

a. Any "insured" who intentionally causes property damage".

b. "Property damage" to property owned or being transported by any "insured".

c. "Property damage" to property:

i. Rented to,

ii. Used by, or

iii. In the care, custody or control of any "insured".

d. The use of any motor vehicle, other than "your covered auto".

e. The use of any vehicle, located inside a facility designed for racing, for the purpose of:

i. Competing in, or

ii. Practicing or preparing for, any prearranged or organized racing or speed contest.

f. Any "insured" who, in connection with any "traffic accident" for which coverage is sought under this policy, has made fraudulent statements or engaged in fraudulent conduct.

g. "Property damage" for which any "insured":

i. Is an insured under a nuclear energy liability policy, or

ii. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

i. American Nuclear Insurers,

ii. Mutual Atomic Energy Liability Underwriters, or

iii. Nuclear Insurance Association of Canada.

h. "Property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

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

The exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of "your covered auto" or its parts, if the pollutants escape or are discharged, dispersed or released directly from "your covered auto's" part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

2. We will not pay damages for "property damage" to any motor vehicle that is not insured for compulsory liability insurance as required by the Puerto Rico Motor Vehicle Compulsory Liability Insurance Act, in accordance with the provisions of Article 11(b) of said Act.

D. LIMIT OF LIABILITY

The limit of liability established by Act No. 253 of December 27, 1995, as amended, is our maximum limit of liability for "property damage" resulting from any one "traffic accident". This is the most we will pay regardless of the number of:

1. "Insureds",

2. Claims made or claimants, or

3. Motor vehicles involved in the "traffic accident".

Except with respect to the limit of liability, the coverage afforded in this policy applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

SECTION III – DUTIES AFTER A TRAFFIC ACCIDENT

A. We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

1. We must be notified promptly of how, when and where a "traffic accident" occurred.

Notice should also include the names and addresses of any witnesses.

2. A person seeking any coverage must:

a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

b. Promptly send us copies of any notices or legal papers received in connection with a "traffic accident";

c. Submit, as often as we reasonably require, to examination under oath and subscribe the same;

d. Authorize us to obtain pertinent records;

e. Submit a proof of loss when required by us; and

f. Report to the "police" a "traffic accident" in which "your covered auto" is involved, within forty eight (48) hours from its occurrence, except for justifiable causes.

SECTION IV – GENERAL PROVISIONS

A. LEGAL ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with all the terms of this policy.

B. CHANGES

1. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

2. If we make a change which broadens coverage under this edition of your policy, that change will automatically apply to your policy as of the date we implement the change in Puerto Rico.

This item **2.** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

a. A subsequent edition of your policy, or

b. An amendatory endorsement.

C. CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the statutes of Puerto Rico is hereby amended to conform to the minimum requirements of such statutes.

D. ENTIRE CONTRACT

When the compulsory liability insurance is provided by the "Joint Underwriting Association", this policy will become effective only when its corresponding premium has been paid at the time of issuance or renewal of the license of the motor vehicle to which this insurance applies. In such case, this policy and said license constitute the entire contract between you and us.

When the compulsory liability insurance is provided by the private insurers, this policy, the "Declarations" pertaining to the same and the application for this insurance attached to this policy, constitute the entire contract between you and us.

E. ERRORS IN CLASSIFICATION

In the event that the classification pertaining to "your covered auto" is incorrectly stated, the policy premium corresponding to the correct classification shall be deemed to be applicable.

F. JOINT ACCIDENT REPORT

Our receiving, within fifteen (15) days after a "traffic accident", the "Joint Accident Report", duly completed, will expedite the resolution of a claim.

G. BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

H. OTHER INSURANCE

This policy provides primary insurance for "your covered auto".

I. TERMINATION

1. Cancellation

a. We may not cancel this policy for any reason.

b. You may cancel this policy only if "your covered auto":

i. Is a total loss and therefore unable to cause any damage in the public roads and you provide us the corresponding certification issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has a scrap lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

ii. Is exported from Puerto Rico and you provide to us the corresponding certification, issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has an exportation lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

If you request this policy's cancellation pursuant to item **1.b.** above, before the expiration of the policy period, you may be entitled to a premium refund. If so, we will refund the pro rata unearned premium subject to a minimum earned premium of seven dollars ($7.00).

2. Renewal

a. This policy will be renewed by us at expiration. Nevertheless, we will not renew it if you have obtained other equal coverage on "your covered auto" and you have notified us, in writing, of this other coverage, no less than forty (40) days prior to the expiration date of this policy. Neither will we renew this policy at its termination if the same became effective by reason of the cancellation or non-renewal of a traditional liability insurance issued by us.

b. At renewal date we may find that you no longer qualify under the underwriting guidelines established for the compulsory liability insurance issued by "private insurers" because of any of the following reasons:

i. "Your covered auto" is used as a "public vehicle";

ii. "Your covered auto" is a "racing vehicle", or "high speed vehicle";

iii. You or the main driver of "your covered auto" has accumulated five (5) or more points on account of traffic

law violations, during the past three years;

iv. You or the main driver of "your covered auto" has been convicted of driving a motor vehicle under the influence of alcohol or drugs, or of participating in any type of racing activity in the public roads; or

v. Your driver's license or that of the main driver of "your covered auto" has been suspended or revoked within one year from the requested effective date of the compulsory liability insurance policy.

vi. "Your covered auto" is not insurable in accordance with the written underwriting guidelines that we maintain for the underwriting of the traditional liability insurance policies that we issue. When applying this rule, we shall neither establish nor permit any discrimination in favor of particular persons and in detriment of others or between insureds or objects of insurance that essentially have the same elements of insurability, risk and exposure, or expense factors, and as far as it is applicable, we shall not incur in any unfair discrimination of those typified in the Insurance Code of Puerto Rico.

If such is the case, we must notify you, in writing, of our decision, by regular mail to the last address notified to us, in writing, or to the mailing address appearing in this policy, no less than thirty (30) days prior to the expiration date of the policy. However, the "Joint Underwriting Association", can not deny the compulsory liability insurance coverage for any of the reasons stated in the above item **2.b.**

We shall maintain in our files evidence supporting the defense of any rejection that we may effect in accordance with the above guidelines, including the reference to the underwriting rule applied for the rejection.

3. Other Termination Provisions

If you obtain "traditional liability insurance", with similar or broader coverage than the compulsory liability insurance, on "your covered auto", the compulsory liability insurance provided by this policy, will terminate, at your request, on the effective date of the other insurance.

In such event, you may be entitled to a premium refund. If so we will refund the pro rata unearned premium, subject to a minimum earned premium of seven dollars ($7.00), to the insurer that provides your traditional liability insurance, to be credited to the premium of said insurance or to be returned to you, if your traditional liability insurance is fully paid.

4. Notices

a. Any notice required may be delivered or mailed by us or you.

b. Proof of mailing of any notice shall be sufficient proof of notice.

J. TERRITORY AND POLICY PERIOD

This policy applies only to "traffic accidents" which occur in Puerto Rico during the policy period. The policy period will commence:

1. On the effective date of the "your covered auto's" license, if the premium for this policy is paid on or before said date, or
2. On the date that the premium for this policy is paid, if payment is made after the effective date of "your covered auto's" license.

The policy period will terminate on the expiration date of your covered auto's" license.

K. TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent, except that if ownership of "your covered auto" is transferred, the coverage provided by this policy will automatically be transferred to the new owner of the vehicle. You will have no further rights under this policy. However, you should notify us of any transfer of ownership of "your covered auto" within ten (10) days of such transfer. Failure to do so could affect your loss experience record.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union under Vermont law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part or the Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by an insured ("insured") at any time and relating to a claim under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Paragraph **A.** in Section **II** – Liability Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A** – Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Attorney's Fees
for a Judgment of $ Additional Premium $ INCL

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

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

© ISO Properties, Inc., 2002

MANDATORY PREMIUM AND COVERAGE CONDITIONS ENDORSEMENT – PUERTO RICO

It is hereby understood and agreed that pursuant to the regulations approved by the Commissioner of Insurance of Puerto Rico, this policy is amended according to the following conditions and stipulations:

1. **Policy Premium Paid in Full by You:** If the premium for this policy is to be paid by you in its entirety and is not subject to any form of financing as contemplated by this endorsement, insurance coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the total premium is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.

2. **Policy Premium Subject to Our Deferred Payment Plan:** If we have available a deferred payment plan duly approved by the Commissioner of Insurance of Puerto Rico under which the premium for this policy will be paid, insurance coverage will be afforded only if the initial or down payment under said payment plan is paid to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the initial or down payment is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.

3. **Policy Premium to be Financed as Part of a Financing or Leasing Transaction:** If the premium for this policy is being financed in its entirety (and accordingly no initial or down payment is made by you) in connection with the financing or leasing of property, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.

4. **Policy Premium to be Financed by a Financing Institution or by a Bank:** If the premium for this policy is financed through a financing institution or by a bank in a situation not covered by the preceding Section **3,** this policy will be effective on the date the down payment of at least 20% of the total annual premium to be paid by you, together with the corresponding premium finance contract duly executed, are received by us or our authorized representative.

   In the event the financing institution or the bank does not make the total corresponding payment and said payment is not received by us or our authorized representative within the thirty (30) days following the inception date of the policy, we will cancel the policy in accordance with the cancellation clause of this policy.

5. **Policy Premium to be Paid Under an Escrow Account:** If this policy is issued in connection with the financing or leasing of property and the premium for this policy is to be paid from funds proceeding from an escrow account, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.

6. **Policy Premium to be Paid Under an Escrow Account (Condominium Policies Only):** If this policy is issued for a condominium and 25% or more of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received the premiums thus deposited from the bank or financial institution within thirty (30) days following the last day of the month on which the policy is to enter into effect, and if we have received from you the remaining premium within sixty (60) days following the effective date of the policy.

© ISO Properties, Inc., 2003

If this policy is issued for a condominium and less than 25% of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received from you 25% of the total premium at the time this policy enters into effect and the remaining premium is received by us within sixty (60) days following the effective date of the policy.

In the event full payment of the premium corresponding to this policy is not received by us or our authorized representative by the expiration dates indicated above, insurance coverage under this policy will be cancelled on the date in which the premiums paid are used up. We will send you a notice of cancellation, in accordance with the cancellation clause of this policy, indicating when this cancellation will be effective.

7. **Policy Premium to be Partly Paid with Proceeds of Single Interest Insurance Cancellations:** If a portion of the total premium for this policy will be paid with the proceeds of the premium return resulting from the cancellation of a single interest policy or certificate, this policy will be effective as of the date the greater of the following amounts is paid to, and received by, us or our authorized representative:

   a. 20% of the annual premium corresponding to this policy, or

   b. the difference between the total premium payable under this policy and the proceeds of the premium return resulting from the cancellation of the single interest policy or certificate.

   In the event said premium return is not received by us or our authorized representative within the sixty (60) days following the end of the month in which this policy became effective, we will mail you a notice of cancellation in accordance with the cancellation clause of this policy, to be effective on the date the premium paid by you is exhausted.

8. **Endorsement Premium:** Endorsements issued after the inception date of this policy, affording additional insurance and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representative. This procedure will be followed if the premium for this policy has been paid in full by you or has been financed by the bank or financing institution. If the premium for this policy is subject to a deferred payment plan the aforesaid endorsement shall not be effective until a down payment of the additional premium in accordance with such plan is paid to, and received by, us or our authorized representative, and accordingly subsequent payments of the plan are amended to include the unpaid portion of the additional premium for the endorsement.

9. **Premium Corrections:** Any additional premium due resulting from changes in rates, classifications, premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid in full within thirty (30) days from the date of billing of the corrective endorsement. If the payment corresponding to this policy is subject to a deferred payment plan or a premium financing contract, a down payment of the additional premium in accordance with such plan or financing contract shall be paid to, and received by, us or our authorized representative within that same thirty (30) day period and accordingly subsequent payments of the plan will be amended to include the unpaid portion of the additional premium for the endorsement. Otherwise, we shall mail to you a notice of cancellation in accordance with the cancellation clause of this policy using the sum of the original premium plus the premium of the corrective endorsement as the basis for the calculation of the amount of premium return due to you, if any.

10. **Late Payments:** If payment is received after the specified due date, we will proceed as follows:

    a. For new policies (Sections **1** and **2** above) we will issue a change of effective date of coverage notice stating:

       (1) that the insurance afforded under the policy is effective as of the date of receipt of the applicable premium payment,

       (2) the resulting amended inception and expiration dates of the policy, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and

       (3) the corresponding period of time during which coverage is not afforded under the policy.

    b. For premium correction endorsements (Section **9** above) we will issue, subject to the applicable regulations, a limited reinstatement notice stating:

© ISO Properties, Inc., 2003

(1) that the insurance afforded by the policy will be reinstated as of the date of receipt of the applicable additional premium payment,

(2) the period for which coverage is not afforded, and

(3) the amount of premium return due to you, if any.

11. Cancellation of Policy: Upon failure in the payment of any premium when due under a policy in force, we must, within the next twenty (20) days following the due date, issue a notice of cancellation in accordance with the provisions of this policy.

12. Definition of Authorized Representative: Authorized representative for the purpose of this endorsement means a general agent, an authorized policywriting agent, or a person duly authorized in writing by us for premium collection purposes.

13. This mandatory endorsement supersedes any other conditions to this effect in the policy to which it is attached.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Connecticut law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or

2. Fraud

committed by an insured at any time and relating to a claim under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

* Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

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

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability; Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section **II** – Liability Coverage in Paragraph **A.** Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A.** Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. Except as provided in **2.** below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:

a. The expiration date of the policy; or

b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

unless you agree in writing to extend the audit period.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud;

committed by you at any time and relating to coverage under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The following provisions are replaced by the Appraisal Provision set forth below:

1. Commercial Auto Coverage Part, Appraisal for Physical Damage Loss; and
2. Capital Assets Program (Output Policy) Coverage Part, Appraisal Loss Condition, but only if Endorsement OP 04 03, Vehicle Physical Damage Condition, is attached.

If you and we fail to agree on the amount of "loss", either may make a written demand for an appraisal of the "loss". In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the actual cash value and the amount of "loss". If the appraisers submit a written report of an agreement on the actual cash value and the amount of "loss" to us, that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding as to the actual cash value and the amount of "loss". Each party will:

1. Pay its own counsel and adjuster fees; and
2. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

If we submit to an appraisal, we still retain our right to deny the claim.

B. Except as provided in **C.** below, the following replaces the Appraisal Conditions in the Boiler and Machinery Coverage Part, the Commercial Inland Marine Coverage Part, the Commercial Property Coverage Part, the Capital Assets Program (Output Policy) Coverage Part and the Farm Coverage Part:

If you and we fail to agree on the value of the property or the amount of loss ("loss"), either may make a written demand for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. If they cannot agree, either may request that the choice be made by a judge of a court having jurisdiction. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the value of the property and the amount of loss ("loss"). If the appraisers submit a written report of an agreement on the value of the property and the amount of loss ("loss"), that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. Each party will:

1. Pay its own counsel and adjuster fees; and
2. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

C. The Appraisal Condition in:

1. Business Income Coverage Form (And Extra Expense) **CP 00 30**; and
2. Business Income Coverage Form (Without Extra Expense) **CP 00 32;** and
3. Capital Assets Program Coverage Form (Output Policy), **OP 00 01,** Paragraph **A.7.** Business Income and Extra Expense

© ISO Properties, Inc., 2001

is replaced by the following:

If you and we fail to agree on the amount of Net Income and operating expense or the amount of loss, either may make a written demand for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. If they cannot agree, either may request that the choice be made by a judge of a court having jurisdiction. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the amount of Net Income and operating expense or the amount of loss. If the appraisers submit a written report of an agreement on the amount of Net Income and operating expense or the amount of loss, that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. Each party will:

1. Pay its own counsel and adjuster fees; and
2. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

© ISO Properties, Inc., 2001

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for loss ("loss") or damage in a case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you or any other insured ("insured"), whether before or after the loss ("loss") and relating to coverage of the loss ("loss") under this policy.

We will not pay for any loss ("loss") or damage in any case if:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

is committed by you or any other insured ("insured") in the application for this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

A. Except as provided in Paragraph **B.** of this endorsement, the Appraisal Loss Condition is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of the loss both parties may agree to an appraisal of the loss. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. Any outcome of the appraisal will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will retain our right to deny the claim.

B. The Appraisal Condition in Capital Assets Program Coverage Form (Output Policy), **OP 00 01,** Paragraph **A.7.** Business Income And Extra Expense is replaced by the following:

APPRAISAL

If we and you disagree on the amount of net income and operating expense or the amount of the loss, both parties may agree to an appraisal of the loss. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of net income and operating expense and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. Any outcome of the appraisal will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will retain our right to deny the claim.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

A. For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in paragraph **B.**, the following applies:

The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.

B. For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

1. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in paragraphs **2.** or **3.** apply.

2. The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:

a. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

b. A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or

c. A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

3. If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more insureds ("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;
2. Engaged in fraudulent conduct; or
3. Made a false statement;

relating to this insurance.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more insureds ("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;
2. Engaged in fraudulent conduct; or
3. Made a false statement;

relating to this insurance.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

© ISO Properties, Inc., 2001

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **1.** and **2.** of the **Cancellation** Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. Policies In Effect

a. 60 Days Or Less

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

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run 5 days following the date of postmark; or

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

b. More Than 60 Days

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

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which increase any hazard insured against;

(4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

(5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;

(6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or

(7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

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

© ISO Properties, Inc., 2006

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run 5 days following the date of postmark; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.b.** above.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
4. We need not mail or deliver this notice if:
   a. We have offered to renew this policy;
   b. You have obtained replacement coverage; or
   c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
   a. 30 days after notice is given; or
   b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

© ISO Properties, Inc., 2005

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

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

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

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

© ISO Properties, Inc., 2005

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

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

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
   a. Certified mail; or
   b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
   a. Replaced coverage elsewhere; or
   b. Specifically requested termination.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

CANCELLATION

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

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or

b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

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

a. Nonpayment of premium;

b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

c. Violation of any provisions of this policy; or

d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph **3.**, we will cancel only in the following manner:

a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

© ISO Properties, Inc., 2001

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

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

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

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

B. Any WHEN WE DO NOT RENEW Condition is deleted.

The following Conditions are added:

1. WHEN WE DO NOT RENEW

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

(1) Expiration of the policy; or

(2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

(1) If we have indicated a willingness to renew;

(2) In case of nonpayment of premium;

(3) If you do not pay any advance premium required by us for renewal; or

(4) If any property covered in this policy is insured under any other insurance policy.

2. RENEWAL

a. If we:

(1) Elect to renew this policy; and

(2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph **a.**, you will have renewal coverage. The renewal coverage will be at the rates:

(1) In effect under the expiring or expired policy; or

(2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph **b.** does not apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

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

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

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

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

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

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

© ISO Properties, Inc., 2005

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us or at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the policy, we will retain no less than $100 of the premium, subject to the following:

(1) We will retain no less than $250 of the premium for the Boiler And Machinery Coverage Part.

(2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.

(3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain $100 or the premium shown in the Declarations, whichever is greater.

(4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than $100 for the auto to which it is attached.

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

7. Cancellation Of Policies In Effect More Than 60 Days

© ISO Properties, Inc., 2006

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

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. Subject to Paragraph **7.c.,** if we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

(1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;

(2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. Paragraph **g.** of the **Mortgageholders** Condition, if any, is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

(1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or

(2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:

a. Its expiration date; or

b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph **1.** do not apply to any mortgageholder.

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

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

(a) Nonpayment of premium;

(b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;

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

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

(f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(g) Your violation or breach of any policy terms or conditions; or

(h) Such other reasons as are approved by the director of insurance.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

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

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **B.** of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation; or

(2) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

(1) Nonpayment of premiums;

(2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) The "insured's" actions that have substantially increased or substantially changed the risk insured;

(4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

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

(6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;

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

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards;

© ISO Properties, Inc., 2003

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

(10) Certain conditions exist, as stated in Paragraph **B.** of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

(a) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement;

(b) 10 days before the effective date of cancellation for nonpayment of premium; or

(c) 30 days before the effective date of cancellation for any reason stated in Paragraphs **2.b.(2)** through **(9)** above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(9)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(9)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. We may also cancel the policy if one or more of the following conditions exist:

1. Buildings with at least 65% of the rental units in the building unoccupied.

2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.

3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.

4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.

5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.

6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.

7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.

8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.

9. Buildings with any of the following conditions:

a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.

b. Failure to correct conditions dangerous to life, health, or safety.

c. Failure to maintain the building in accordance with applicable law.

d. Failure to pay property taxes for more than one year.

10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:

a. 60 days prior to the expiration date of the policy, except as provided in Paragraph **b.**; or

b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

© ISO Properties, Inc., 2003

The notice of nonrenewal will state our reason for nonrenewal.

2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
   a. Insured elsewhere;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

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

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

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

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

© ISO Properties, Inc., 2006

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will **not** provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. **Premium Or Coverage Changes At Renewal**

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

(1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:

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

2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;

d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the notice of cancellation at least:

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

b. 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.

5. The notice of cancellation will:

a. State the effective date of cancellation. The policy period will end on that date.

© ISO Properties, Inc., 2005

b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

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

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.

2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.

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

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.

2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

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

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

   b. 30 days before the effective date, if we cancel for any other reason.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

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

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

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

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

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

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

a. We cancel; or

b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

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

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

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

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

2. Your conviction of a crime increasing any hazard insured against;

3. Discovery of fraud or material misrepresentation on the part of either of the following:

a. You or your representative in obtaining this insurance; or

b. You in pursuing a claim under this policy;

4. Failure to comply with written loss control recommendations;

5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to

© ISO Properties, Inc., 2001

the first Named Insured and agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the Premiums Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

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

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

© ISO Properties, Inc., 2003

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

2. We need not provide this notice if:
   a. You have accepted replacement coverage;
   b. You have requested or agreed to nonrenewal; or
   c. This policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

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

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

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

b. 60 Days Or More

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

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3) or (4)** above.

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

7. If we cancel this policy in accordance with Paragraph **2.** of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

© ISO Properties, Inc., 2005

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

NONRENEWAL

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

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

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

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

© ISO Properties, Inc., 2004

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

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

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

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

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a certificate of mailing.

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

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

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

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

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

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

B. Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in **c.** below.

c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

© ISO Properties, Inc., 2001

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

If we decide to:

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

Then:

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

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

D. The following provisions apply to insurance covering residential real property only provided under the:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART;

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the CANCELLATION Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium, whether payable to us or to our agent;
   b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

   We may cancel by providing notice to the first named insured at least:

   - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   - 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

7. Cancellation Of Policies In Effect For More Than 60 Days

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

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

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

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

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

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

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

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for

© ISO Properties, Inc., 2001

any reason stated in **7.a.(2)** through **7.a.(7)** above.

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

NONRENEWAL

1. For the purpose of this Condition:

a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and

b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

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

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.

5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first class mail.

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

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

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

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

© ISO Properties, Inc., 2004

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

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

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

(b) Continuation of the policy coverage would:

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

(ii) Threaten our solvency.

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

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

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

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

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

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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

NONRENEWAL

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

© ISO Properties, Inc., 2004

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

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

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

© ISO Properties, Inc., 2004

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

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

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

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

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

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

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

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

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

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

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

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

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

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

NONRENEWAL

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

© ISO Properties, Inc., 2001

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

CANCELLATION

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

2. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to **d.** below; or

(2) Any other reason.

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

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk **insured;**

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

a. The reason for cancellation; and

© ISO Properties, Inc., 2001

b. The effective date of cancellation. The policy period will end on that date.

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

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

a. We have offered to issue a renewal policy; or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies.

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

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

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

© ISO Properties, Inc., 2004

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

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

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

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

(b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments.

2. Notice Of Cancellation

a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**

b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. Paragraph **5.** of the **Cancellation Common Policy Condition** is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a., C.5.b., C.5.c., C.5.d., C.5.e.** and **C.5.f.** The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund may be less than pro rata, and will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **C.5.d.** or **C.5.e.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. The **Premiums Common Policy Condition** is replaced by the following:

PREMIUMS

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.

2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** of this endorsement.

E. Paragraph **f.** of the **Mortgageholders Condition** in the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part and Paragraph **4.(f)** of the **Mortgageholders Condition** in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

© ISO Properties, Inc., 2004

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

(2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

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

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

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
2. We need not mail or deliver this notice if:
   a. We or another company within our insurance group have offered to issue a renewal policy; or
   b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. If this policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

(4) Failure to comply with reasonable loss control recommendations;

(5) Substantial breach of contractual duties, conditions or warranties;

(6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) Commercial Automobile Coverage Part;

(3) Commercial General Liability Coverage Part;

(4) Commercial Property Coverage Part – Legal Liability Coverage Form;

(5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;

(6) Employment-Related Practices Liability Coverage Part;

(7) Farm Coverage Part – Farm Liability Coverage Form;

(8) Liquor Liability Coverage Part;

(9) Products/Completed Operations Liability Coverage Part; or

(10) Professional Liability Coverage Part.

© ISO Properties, Inc., 2005

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph **6.** of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph **2.a.** above.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or

(2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or

b. 20 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium, or

(2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or

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

3. We will mail our notice to your last known address and the last known address of the agent or broker of record.

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

5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:

a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime having as one of its necessary ele-

© ISO Properties, Inc., 2002

ments an act increasing a hazard insured against;

(3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;

(4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium; or

(5) A reason described in AS Sec. 21.36.210(a)(2);

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

(1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

(a) And rewritten with us or in our company group;

(b) At our request;

(c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(d) After the first year for a prepaid policy written for a term of more than one year; or

(2) Will be returned or credited:

(a) By the effective date of cancellation; or

(b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. We need not mail notice of nonrenewal if:

a. We have manifested in good faith our willingness to renew; or

b. The first Named Insured has failed to pay any premium required for this policy; or

c. The first Named Insured fails to pay the premium required for renewal of this policy.

3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or

2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **7.** is added to the **Cancellation** Common Policy Conditions:

7. If:

a. The first Named Insured cancels this policy, we will notify any named creditor loss payee.

b. We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

B. Paragraphs **f.** and **g.** of the **Mortgageholders** Condition, if any, are replaced by the following:

f. If:

(1) The first Named Insured cancels this policy, we will notify the mortgageholder.

(2) We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

(1) The first Named Insured does not renew this policy, we will notify the mortgageholder.

(2) We decide not to renew this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before an anniversary date or the expiration date of the policy, if the nonrenewal is due to nonpayment of premium; or

(b) 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

NONRENEWAL

1. If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to

© ISO Properties, Inc., 2006

the first Named Insured and any named creditor loss payee, at least:

a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or

b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee, by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **1.** and **2.** above do not apply to any mortgageholder.

D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs **A., B.** and **C.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy, including any endorsement attached to the policy.

E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

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

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:

© ISO Properties, Inc., 2001

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. **Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new

© ISO Properties, Inc., 2001

terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

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

2. Paragraph **3.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **5.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPULSORY LIABILITY INSURANCE POLICY NOTICE – PUERTO RICO

NOTICE: UNDER THE LAWS OF PUERTO RICO, THE COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT" MUST CONTINUE TO BE PROVIDED IF YOUR POLICY IS TERMINATED. IF YOUR POLICY IS TERMINATED, THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY SHALL:

1) SURVIVE THE TERMINATION OF YOUR POLICY;
2) BECOME EFFECTIVE IMMEDIATELY UPON THE TERMINATION OF YOUR POLICY; AND
3) PROVIDE THE MINIMUM PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE LAWS OF PUERTO RICO.

WHEN THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY BECOMES EFFECTIVE, NO OTHER PROVISIONS OF YOUR POLICY SHALL APPLY EXCEPT THE PROVISIONS OF THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY.

THE COVERAGE PROVIDED BY THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY APPLIES ONLY TO ACCIDENTS THAT OCCUR IN PUERTO RICO AND THAT RESULT FROM THE USE OF "YOUR COVERED AUTO".

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
PERSONAL AUTO POLICY PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

Copyright, Insurance Services Office, Inc., 1997

PENNSYLVANIA NOTICE

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

1. Surveys;
2. Consultation or advice; or
3. Inspections.

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

The Act does not apply:

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

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER: TC2J-CAP-260T3298-TIL-07 ISSUE DATE: 01-18-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURER AMENDMENT ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COVERAGE PART(S) INDICATED IN THE SCHEDULE BELOW.

SCHEDULE:

This endorsement applies to the following Coverage Part(s):

All Coverage Parts forming a part of this policy.

X The Coverage Part(s) shown below.

State	Insurer	Coverage Parts (if "All" is not applicable)
PR	IND	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. When indicated in the State column, "**" shall mean "all other states".)

PROVISIONS:

The insuring company abbreviation(s) shown in Item 4 of the Common Policy Declarations is/are replaced with the abbreviation(s) shown above for the respective state(s) and Coverage Part(s) shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – CHANGES

This endorsement modifies the:

COMMON POLICY CONDITIONS

PROVISIONS

The following additional provision applies:

Unless otherwise provided by law we shall pay any amount finally agreed upon in settlement of all or part of a claim not later than 5 working days from the date of such agreement or from the date of the performance by the insured, claimant or authorized representative of either of any condition set forth by such agreement.

6/98

DEPARTMENT OF TRANSPORTATION

ENDORSEMENT TO LIABILITY INSURANCE POLICY FOR VEHICLES OPERATING WITH A SPECIAL HAULING PERMIT ISSUED BY THE OHIO DEPARTMENT OF TRANSPORTATION

Issued to (Insured/Applicant) AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE, INC.

of (Address) 4134 WEAVER COURT, HILLIARD, OH 43026

Insured's Telephone Number (614)529-6440 **Federal Employer I.D.# or S.S.#** 76-0469163

Amending Policy Number TC2J-CAP-260T3298-TIL-07

Effective From (date) 01-01-07 **Until 12:01 a.m.** 01-01-08

Name of Insurance Company (Insurer) Travelers Property Casualty Company of America

COUNTERSIGNED BY _____

(Insurance company representative authorized to issue policy amendments)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

X The insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.

____ The insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident

in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Ohio Department of Transportation (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. **The telephone number to call is** ( ) .

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party, and (2) by providing 30 days notice to the Department (said 30 days notice to commence from the date it is received by the Department at the Permit Office, 1610 West Broad Street, Columbus, OH 43223).

The insurance policy to which this endorsement is attached provides (automobile) liability insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the State of Ohio which results from the issuance of a Special Hauling Permit to the insured by the Ohio Department of Transportation. This contractual agreement includes the following provision:

> "Permitee will be held liable for any damage caused by the movement. The State assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure.
>
> The permittee agrees to compensate the State of Ohio for any damage to a roadway or road structure and also to indemnify, save harmless and defend the State of Ohio and the Director of Transportation from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the State of Ohio or the Director of Transportation as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its agents, servants and employees in the performance of movements under this permit, except to the extent that the negligence of the State of Ohio or the Director of Transportation is proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the State of Ohio, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the State of Ohio. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is two hundred thousand dollars. This minimum liability level has been established by the Director of the Ohio Department of Transportation under Section 4513.34 of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

REQUIRED BY LAW
OHIO REVISED CODE 4513.34
OHIO ADMINISTRATIVE CODE 5501:2-1-10

File with:
Ohio Department of Transportation
Special Hauling Permit Section
1610 West Broad Street
Columbus, OH 43223

DOT-1858

Facsimile: (614) 728-4098
For Information:
Telephone: (614) 351-2300

CA T5 06 06 98

6/98 DEPARTMENT OF TRANSPORTATION

ENDORSEMENT TO LIABILITY INSURANCE POLICY FOR VEHICLES OPERATING WITH A SPECIAL HAULING PERMIT ISSUED BY THE OHIO DEPARTMENT OF TRANSPORTATION

Issued to (Insured/Applicant) AMERICAN WATER SERVICES

of (Address) 2601 WEST LAKE MARY BLVD., SUITE 129, LAKE MARY, FL 32746

Insured's Telephone Number (614)579-6777 **Federal Employer I.D.# or S.S.#** 510063696

Amending Policy Number TC2J-CAP-260T3298-TIL-07

Effective From (date) 01/01/07 **Until 12:01 a.m.** 01-01-08

Name of Insurance Company (Insurer) Travelers Property Casualty Company of America

COUNTERSIGNED BY _____

(Insurance company representative authorized to issue policy amendments)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

X The insurance is primary and the company shall not be liable for amounts in excess of $ 200,000 for each accident.

___ The insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident

in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Ohio Department of Transportation (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. **The telephone number to call is** ( ) .

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party, and (2) by providing 30 days notice to the Department (said 30 days notice to commence from the date it is received by the Department at the Permit Office, 1610 West Broad Street, Columbus, OH 43223).

The insurance policy to which this endorsement is attached provides (automobile) liability insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the State of Ohio which results from the issuance of a Special Hauling Permit to the insured by the Ohio Department of Transportation. This contractual agreement includes the following provision:

> "Permitee will be held liable for any damage caused by the movement. The State assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure.
>
> The permittee agrees to compensate the State of Ohio for any damage to a roadway or road structure and also to indemnify, save harmless and defend the State of Ohio and the Director of Transportation from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the State of Ohio or the Director of Transportation as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its agents, servants and employees in the performance of movements under this permit, except to the extent that the negligence of the State of Ohio or the Director of Transportation is proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the State of Ohio, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the State of Ohio. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is two hundred thousand dollars. This minimum liability level has been established by the Director of the Ohio Department of Transportation under Section 4513.34 of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

REQUIRED BY LAW
OHIO REVISED CODE 4513.34
OHIO ADMINISTRATIVE CODE 5501:2-1-10

File with:
Ohio Department of Transportation
Special Hauling Permit Section
1610 West Broad Street
Columbus, OH 43223

DOT-1858

Facsimile: (614) 728-4098
For Information:
Telephone: (614) 351-2300

CA T5 06 06 98

DATE RECEIVED BY DMV

MOTOR CARRIER (CA) #
CA-0125251-

INSURANCE POLICY ENDORSEMENT

Motor Carriers of Property
Bodily Injury Liability and Property Damage Liability

INSURER (INSURANCE COMPANY) (NAME, ADDRESS, AND PHONE #) Travelers Property Casualty Company of America One Tower Square 9MN Hartford CT 06183-4033 NAME OF INSURER'S AUTHORIZED REPRESENTATIVE _____	NAIC # 25674 OTHER #
Status: ☒ Licensed to write insurance in the State of California (Admitted Insurer) ☐ Nonadmitted Insurer subject to Section 1763 of the California Insurance Code. _____ SURPLUS LINE BROKER NAME ☐ Charitable Risk Pool	
INSURED (MOTOR CARRIER NAME AND ADDRESS) American Water Works Company Inc. 88 Kuhn Drive Chula Vista, CA 91914	Filed with the: California Department of Motor Vehicles Motor Carrier Permit Branch P.O. Box 932370 MS G875 Sacramento, CA 94232-3700 (916) 657-8153

This Endorsement shall be attached to and made a part of all policies insuring motor carriers of property required to obtain a permit pursuant to the Motor Carriers of Property Act (Act), California Vehicle Code sections 34600 and following. The purpose of this Endorsement is to assure compliance with the Act and related rules and regulations.

Insurer agrees that the coverage provided by the endorsement excludes any costs of defense or other expense that the policy provides.

Insurer agrees to pay, consistent with the minimum insurance coverage required by California Vehicle Code §34631.5, and consistent with the limits it provides herein, any legal liability of insured for bodily injury, death, or property damage arising out of the operation, maintenance, or use of any vehicle for which a motor carrier permit is required, whether or not such vehicle is described in the attached policy.

Insurer agrees that no provision, stipulation, or limitation contained in the attached policy or any endorsement shall relieve insurer from obligations arising out of this endorsement or the Act, regardless of the insured's financial solvency, indebtedness or bankruptcy.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	LIMITS	
PRIMARY LIABILITY	TC2J-UB-260T3298-TIL-07		COMBINED SINGLE LIMIT	$1,000,000
☐ Coverage below statutory minimum limits.			**BODILY INJURY OR DEATH** (ONE PERSON)	$
☒ Coverage equal to or exceeding statutory minimum limits.			**BODILY INJURY OR DEATH** (MORE THAN ONE PERSON)	$
			PROPERTY DAMAGE	$
EXCESS LIABILITY			COMBINED SINGLE LIMIT	$ in excess of $
☐ Coverage between primary coverage and statutory minimum limits.			BODILY INJURY (ONE PERSON)	$ in excess of $
☐ Coverage provided at or above statutory minimum limits.			BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	$ in excess of $
			PROPERTY DAMAGE	$ in excess of $

Insurer certifies that this insurance policy covers all vehicles used in conducting the service performed by the Insured for which a motor carrier permit is required whether or not said vehicle is listed in the insurance policy.

Insurer agrees that the Certificate of Insurance shall not be canceled on less than thirty (30) days notice from the Insurer to the DMV, written on an authorized Notice of Cancellation form and that the thirty (30) day/period commences to run from the date of the Notice of Cancellation was actually received at the office of the California Department of Motor Vehicles, Motor Carrier Permit Branch in Sacramento, California.

Insurer agrees to furnish DMV with a duplicate original of the referenced policy, DMV authorized endorsement, and all other related endorsements and documentation upon request.

Except as specified in this endorsement, the terms, conditions, and limitations of this policy remain in full force and effect. This endorsement shall not prevent insurer from seeking reimbursement from insured for any payment made by insurer solely on account of the provisions herein.

By signing this form, the Insurer certifies under penalty of perjury under the laws of the State of California that all information contained in this Insurance Policy Endorsement is true and correct.

EXECUTED AT (CITY, STATE)	DATE
Hartford, CT	01-19-07

SIGNATURE OF INSURER'S AUTHORIZED REPRESENTATIVE

X James M. Milano

DMV 67 MCP (REV. 6/2001)

TRAVELERS

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to AMERICAN WATER SERVICES RESIDUALS MANAGEMENT INC DBA ENVIROGANICS of PO BOX 73006 HOUSTON TX

Dated at ONE TOWER SQUARE 9MN HARTFORD, CT 06183-4033 this 19TH day of January , 20 07

Amending Policy No. TC2J-CAP-260T3298-TIL-07 Effective Date 01-01-2007

Name of Insurance Company Travelers Property Casualty Company of America

Telephone Number 713-316-5050 Countersigned by: James M. Milner
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of $ 750,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

TRAVELERS

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC of LAKE MARY FL

Dated at ONE TOWER SQUARE 9MN HARTFORD, CT 06183-4033 this 19TH day of January , 20 07

Amending Policy No. TC2J-CAP-260T3298-TIL-07 Effective Date 01-01-2007

Name of Insurance Company Travelers Property Casualty Company of America

Telephone Number 713-316-5050 Countersigned by: James M. Mulcahy
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000

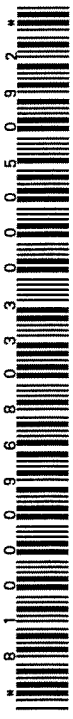
Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

POLICYHOLDER NOTICES



POLICYHOLDER NOTICES

NOTICE TO MICHIGAN POLICYHOLDERS

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

IMPORTANT INFORMATION TO MISSOURI POLICYHOLDERS

Be advised that while this policy does provide coverage for certain terrorism losses in compliance with the Federal Terrorism Risk Insurance Act of 2002, it does not cover all types of terrorism losses, and in fact, excludes coverage for certain losses, such as those that are the result of a terrorist act that was not committed on behalf of any foreign person or foreign government and exceeds an aggregate cost to the insurance industry of $25 million. You are not covered for such losses unless your insurance company has offered you additional terrorism coverage for such losses and you have paid an additional premium for that coverage, if required to do so by the insurance company.

IMPORTANT NOTICE TO OREGON POLICYHOLDERS

OREGON INSURANCE GUARANTY ASSOCIATION SURCHARGE

Most insurers doing business in Oregon participate in the Oregon Insurance Guaranty Association. In the event an insurer fails, the Association settles unpaid claims on behalf of consumers. Oregon law requires that policies be surcharged directly to recover the costs of handling those claims.

If your policy is surcharged, the term "OIGA Surcharge" along with an indicated dollar amount will be displayed with the statement of your surcharge.

IMPORTANT INFORMATION TO ARKANSAS POLICYHOLDERS

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance, you may contact us at the address listed below:

The St. Paul Travelers Companies, Inc.

P.O. Box 8804
Little Rock, Arkansas 72231-8804

Street Address:
Suite 400
10810 Executive Center Drive
Little Rock, Arkansas 72211-4398
Telephone: (501) 223-6700

If you can't receive a satisfactory answer to your questions or problems, you may feel free to contact the Arkansas Insurance Department as follows:

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Telephone: (800) 852-5494

TEXAS SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention - Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes - Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations - Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General Liability, Product safety and Premises Security issues.

Safety Videos and Literature - We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training - We can help you improve your safety training programs.

Internet Website - Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U. S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured person and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF-INSPECTION PROGRAM:

- Do you conduct periodic surveys of premises, equipment and operations?
- Do you analyze each activity to determine inherent hazards?
- If you discover hazards, do you follow up with immediate corrective action?
- Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

- Do you investigate each accident and find the cause?
- Do you take immediate steps to prevent a recurrence?
- Do you keep records of accident investigations and follow-up measures?
- Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

- Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
- Do more-experienced employees receive training to correct any bad habits that developed over time?
- Do all employees understand that safety is an important part of their jobs?

Texas Loss Prevention & Engineering Offices

Dallas 1301 E. Collins Blvd., Suite 300, Richardson, TX 75081, (214) 570-6194

Houston 10800 Richmond Ave., Suite 120, P. O. Box 42928, Houston, TX 77242-2928, (713) 787-4031

TRAVELERS

IMPORTANT INFORMATION FOR NEVADA POLICYHOLDERS

Dear Policyholder:

Assembly Bill 157, passed in 1993 by the Nevada Legislature, required the Department of Motor Vehicles and Public Safety to create and implement a system which verifies that owner(s) of registered motor vehicles maintain automobile liability insurance.

As your insurance company we have reported your motor vehicle information to the Nevada Department of Motor Vehicles on your behalf.

The Nevada Department of Motor Vehicles will send an insurance verification letter to you if the proper information is not in their computer data base. Please read the following important notes which outline the actions that need to be followed to avoid getting an insurance verification letter.

If your policy contains a schedule of your owned autos, each separate auto with their corresponding Vehicle Identification Number (VIN) was electronically sent to the Department of Motor Vehicles.

If your policy has any vehicles registered in more than one name, you must report this immediately to your agent so the correct information is sent to the Nevada Department of Motor Vehicles. Our report to the Nevada Department of Motor Vehicles must match each vehicle with each specific registered owner.

Review your policy carefully, if any of the Vehicle Identification Numbers are incorrect, report this immediately to your agent so the correct information can be sent to the Nevada Department of Motor Vehicles.

If your policy does not contain a schedule of owned autos, one policy record was electronically sent to the Nevada Department of Motor Vehicles.

This reporting system changes how you should register your vehicles in Nevada.

When you register your autos, you must inform the registration clerk that you have a fleet policy. The Nevada Department of Motor Vehicles will then issue a fleet number to you, the registered owner. You will then register all of your autos under this fleet number. The Nevada Department of Motor Vehicles will assign the fleet number to each of your license plate numbers.

Whenever you add or delete autos, you will register under this fleet number.

If your policy has any vehicles registered in a name other than the first named insured on your policy, you must report this immediately to your agent so the correct information is sent to the Nevada Department of Motor Vehicles. Each registered owner will be assigned their own fleet number.

Thank you for insuring with Travelers.

UTAH

IMPORTANT NOTICE TO OUR INSUREDS

ADDITIONAL UNINSURED AND UNDERINSURED MOTORIST COVERAGE

We are required to notify all policyholders who may currently carry Uninsured and/or Underinsured Motorist Coverage limits in an amount less than their motor vehicle liability policy limits, or the maximum Uninsured or Underinsured Motorist Coverage limits available, of the purpose of Uninsured and Underinsured Motorist Coverages and the costs associated with increasing such coverages in amounts up to and including the maximum amount available by us under your motor vehicle policy.

Uninsured Motorist Coverage provides protection for covered persons who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness, disease or death. An uninsured motor vehicle is one which:

- does not have insurance; or
- has insurance, but is covered with liability limits lower than the required Financial Responsibility limits; or
- is a hit-and-run driver; or
- is covered by liability insurance, but coverage for the accident is disputed by the insurer for more than 60 days; or
- is insured, but the liability insurer of the vehicle is declared insolvent.

Underinsured Motorist Coverage provides protection for covered persons who are legally entitled to recover damages from owners or operators of underinsured motor vehicles because of bodily injury, sickness, disease or death. An underinsured motor vehicle is one which is covered under a liability policy at the time of an injury-causing occurrence, but which has insufficient liability coverage to compensate fully the injured party for all special and general damages.

The costs associated with **increasing** your Uninsured Motorist Coverage and/or Underinsured Motorist Coverage limits are set forth below.

	Private Passenger Vehicles		Commercial Vehicles	
Bodily Injury Limit	**Uninsured Motorist Coverage**	**Underinsured Motorist Coverage**	**Uninsured Motorist Coverage**	**Underinsured Motorist Coverage**
$ 100,000	$ 3.00	$ 30.00	$ 1.00	$ 25.00
$ 250,000	$ 8.00	$ 53.00	$ 4.00	$ 45.00
$ 300,000	$ 9.00	$ 57.00	$ 4.00	$ 48.00
$ 350,000	$ 10.00	$ 61.00	$ 5.00	$ 52.00
$ 500,000	$ 11.00	$ 72.00	$ 5.00	$ 61.00
$ 750,000	$ 13.00	$ 81.00	$ 6.00	$ 69.00
$ 1,000,000	$ 14.00	$ 91.00	$ 7.00	$ 77.00

If you currently carry Uninsured Motorist Coverage or Underinsured Motorist Coverage limits in an amount less than your motor vehicle liability policy limits or the maximum limits available and you wish to increase your coverage limits, you must complete a selection form indicating the new limits that you desire. If you have any questions or need additional information, please contact your insurance agent or representative.

IMPORTANT NOTICE TO POLICYHOLDERS

PLEASE READ THIS NOTICE CAREFULLY.

This is a summary of the new New York Personal Injury Protection Coverage policy conditions of your Commercial Auto Policy. NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. IN NO WAY DOES THIS NOTICE ALTER THE PROVISIONS OF ANY ENDORSEMENT(S). YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE(S) YOU ARE PROVIDED. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

CA 22 32 07 02 New York Mandatory Personal Injury Protection Endorsement
CA 22 48 07 02 New York Mandatory Personal Injury Protection Endorsement – Motorcycles
CA 22 33 07 02 Additional Personal Injury Protection (New York)

The areas within the policy that revise coverage are highlighted below.

Notice Condition

The time period within which the written notice of an accident must be given to us by or on behalf of each eligible injured person involved in the accident is reduced from **90** days after the date of the accident to **30** days after the date of the accident. The **30** day time period for giving notice does **not** apply if the injured person submits written proof providing clear and reasonable justification for the failure to comply with the **30** day requirement.

Proof of Claim; Medical, Work Loss and Other Necessary Expenses Condition

The time period within which a proof of claim for health service expenses must be submitted by the injured person or the injured person's assignee or representative is reduced from **180** days after the date the services are rendered to **45** days after the date the services are rendered.

The provision setting forth the time period within which an injured person or that person's legal representative must submit written proof of claim for work loss benefits and for other necessary expenses to us now states that the written proof of claim for work loss benefits and for all other necessary expenses must be submitted to us as soon as reasonably practicable but, in no event later than 90 days after the work loss is incurred or the other necessary services are rendered.

The time limitations for submission of proof of claim described above do **not** apply if the injured person or the injured person's representative submits written proof providing clear and reasonable justification for the failure to comply with these time limitations.

When reasonably required, we may ask an eligible injured person or his or her representative to submit to examinations under oath.

If you have any questions about your insurance program, please contact your agent or local Company representative.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any person or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).

2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.

3. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.

4. The following Definitions have been added to the policy: "diminution in value", "employee", "leased worker", and "temporary worker".

5. The Definition of "covered pollution cost or expense" has been expanded to include any statutory or regulatory requirement.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.

2. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.

3. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.

4. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.

5. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".

6. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

LOUISIANA

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any per-

son or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).

2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.

3. The Liability Limit Of Insurance provisions have been modified to clarify that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.

4. Under General Conditions, Other Insurance, the provision with Hired Auto Physical Damage Coverage has been modified to deem any covered "auto" you lease, hire, rent or borrow without a driver to be a covered "auto" you own.

5. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.

6. The following Definitions have been added to the policy: "diminution in value", "employee", "leased worker", and "temporary worker".

7. The Definition of "covered pollution cost or expense" has been expanded to include any statutory or regulatory requirement.

8. The Definition of "suit" has been expanded to include alternative dispute resolution proceedings which the "insured" submits to with our consent.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.

2. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.

3. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.

4. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.

5. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.

6. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its operating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".

7. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
8. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
9. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

RHODE ISLAND
MINNESOTA

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.

7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any person or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).

2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.

3. The Liability Limit Of Insurance provisions have been modified to clarify that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.

4. Under General Conditions, Other Insurance, the provision with Hired Auto Physical Damage Coverage has been modified to deem any covered "auto" you lease, hire, rent or borrow without a driver to be a covered "auto" you own.

5. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.

6. The following Definitions have been added to the policy: "diminution in value", "employee", "leased worker", and "temporary worker".

7. The Definition of "covered pollution cost or expense" has been expanded to include any statutory or regulatory requirement.

8. The Definition of "suit" has been expanded to include alternative dispute resolution proceedings which the "insured" submits to with our consent.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.

2. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.

3. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.

4. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.

5. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.

6. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its op-

erating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".

7. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
8. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
9. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

NEW YORK

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $10 per day and a $300 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any person or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

8. The Definition of an "Insured Contract" has been expanded to include the rental or lease of an "auto" without a driver by your business or by any of your "employees". This expanded definition does not apply to "property damage" to any "auto" rented or leased by you or by any of your "employees".

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).

2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.

3. Liability Exclusion 6. Care, Custody Or Control, has been expanded to include the defined term "covered pollution costs or expense".

4. The Liability Limit Of Insurance provisions have been modified to state that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.

5. Under General Conditions, Other Insurance, a provision has been added dealing with Hired Auto Physical Damage Coverage.

6. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.

7. The following Definitions have been added to the policy: "covered pollution cost or expense", "diminution in value", "employee", "leased worker", "pollutants", and "temporary worker".

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.

2. Liability Coverage for pollution is now limited to "covered pollution cost or expense" and is further subject to the revised liability pollution exclusion.

3. Under Liability Exclusion 2. Contractual, the exception dealing with liability assumed in a contract or agreement has been modified to apply only to contracts or agreements executed prior to an "accident" resulting in "bodily injury" or "property damage".

4. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.

5. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.

6. Liability Exclusion 11., Pollution, has been expanded to exclude coverage for seepage and migration of "pollutants".

7. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.

8. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

9. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its operating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".
10. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
11. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
12. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.
13. The Definition of an "Insured Contract" has been modified to delete an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

HAWAII

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under the Physical Damage Coverage Extension, the limits for temporary transportation expense have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. The Definition of an "Insured Contract" has been expanded to include the rental or lease of an "auto" without a driver by your business or by any of your "employees". This expanded definition does not apply to "property damage" to any "auto" rented or leased by you or by any of your "employees".
5. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
6. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
7. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
8. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any per-

son or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).
2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.
3. Liability Exclusion 6. Care, Custody Or Control, has been expanded to include the defined term "covered pollution costs or expense".
4. The Liability Limit Of Insurance provisions have been modified to state that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.
5. Under General Conditions, Other Insurance, a provision has been added dealing with Hired Auto Physical Damage Coverage.
6. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state that the Company has no duty to provide coverage unless there has been full compliance with the listed duties.
7. The following Definitions have been added to the policy: "covered pollution cost or expense", "employee", "leased worker", "pollutants", "diminution in value", and "temporary worker".

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.
2. Liability Coverage for pollution is now limited to "covered pollution cost or expense" and is further subject to the revised liability pollution exclusion.
3. Under Liability Exclusion 2. Contractual, the exception dealing with liability assumed in a contract or agreement has been modified to apply only to contracts or agreements executed prior to an "accident" resulting in "bodily injury" or "property damage".
4. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.
5. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.
6. Liability Exclusion 11., Pollution, has been expanded to exclude coverage for seepage and migration of "pollutants".
7. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.
8. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.
9. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its op-

erating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".

10. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
11. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
12. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.
13. The Definition of an "Insured Contract" has been modified to delete an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade.
14. The Definition of an "Insured Contract" has been modified so it no longer includes any contract or agreement that indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion **5.** dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

TEXAS

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Description of Covered Auto Designation Symbols a new form of business entity called "limited liability companies" is referenced in the hired and non-owned coverage symbols.
2. Under Insuring Agreement coverage is included for the payment of "covered pollution cost or expense" caused by an accident and resulting from the ownership, maintenance or use of covered autos, provided there is other bodily injury or property damage that is caused by the same accident. The definition of "covered pollution cost or expense" also provides coverage for pollution clean-up costs under certain circumstances. This is a broadening of coverage.
3. Under Policy Period, Coverage Territory, coverage is broadened to provide limited worldwide coverage if: (1) a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and (2) the insured's responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the US, Puerto Rico, or Canada or in a settlement to which the insurer agrees. Additionally, coverage is broadened to include "covered pollution cost or expense" while a covered auto is transported anywhere in the coverage territory.
4. Under Coverage Extensions, Supplementary Payments has been broadened to provide payments of up to $2,000 for the cost of bail bonds, and up to $250 for loss of earnings.
5. Under Exclusions, Pollution, the exception for pollutants that are needed for the normal functioning of the covered auto is expanded to pertain to the transportation of those pollutants. Also, the exclusion pertaining to the clean-up costs and expenses arising out of a governmental request or direction no longer applies.
6. Under Physical Damage Coverage, Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.

7. Under Physical Damage Coverage, Exclusions the exclusion excepts, in part, electronic equipment designed solely for the reproduction of sound that can be easily removed from the auto as an anti-theft measure and any electronic equipment that is necessary for the normal functioning of the auto or the auto's monitoring system. Also, there is no exclusion for certain custom furnishings or equipment. This is a broadening of coverage.
8. Under Physical Damage Coverage, Limit of Insurance there is no sublimit for loss to certain sound reproducing equipment. This is a broadening of coverage.
9. Under Business Auto Conditions there is no provision which requires the insured to submit proof of loss when required by the insurer. This is a broadening of coverage.
10. Under General Conditions, Other Insurance, for Hired Auto Physical Damage Coverage, coverage is provided on a primary basis for autos leased, hired, rented or borrowed without a driver. This is a broadening of coverage.
11. Under Definitions, "Employee" is defined to include leased workers.
12. Under Definitions, "Suit" is defined to include alternative dispute resolution proceedings.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Leased workers are provided with the same insured status as conventional employees. Accordingly, the Employee Indemnification and Employer's Liability exclusion specifically contains reference to employees performing duties related to the conduct of the insured's business to account for the fact that leased workers are not employed by the insured. Additionally, the domestic employee exception to this exclusion defines who qualifies as domestic employees. This is a clarification of coverage.
2. Under the Fellow Employee exclusion specific reference is included to bodily injury to any fellow employee of the insured while performing duties related to the conduct of the insured's business in accordance with the treatment of leased workers as conventional employees. This is a clarification of coverage.
3. Under Limit of Insurance, "covered pollution cost or expense" is included within the limit of liability. This is a clarification of coverage.
4. Under Definitions, to distinguish temporary workers from leased workers, a "temporary worker" definition has been added. This is a clarification of coverage.
5. Physical Damage, Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment. This is a clarification of coverage.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Certain Trailers, Mobile Equipment and Temporary Substitutes coverage is no longer automatically extended to trailers designed for use with and being pulled by a private passenger auto, pickup or van if the trailer is not customarily used for business purposes with another type auto, irrespective of load capacity. This is a restriction of coverage.
2. Under Liability Coverage, the duty to defend provides that the insurer will defend any insured against a suit asking for damages versus that the insurer will defend any suit asking for damages. This is a restriction of coverage.
3. Under Who Is An Insured, one of the provisions excludes in part, coverage for someone using a covered auto while he or she is working in the business of storing autos, unless that business is the named insured's. This is a restriction of coverage.
4. Under Out of State Coverage Extensions, there are variations with respect to the usage of the terms "limit" versus "limit or limits" throughout this provision. Additionally, there is an exception indicating that this provision does not apply to the limit or limits specified by any law governing motor carriers of passengers or property. This is a restriction of coverage.

5. Under Liability Coverage, Exclusions, the Contractual exclusion excepts liability assumed in a contract or agreement that is an insured contract provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. This is a restriction of coverage.
6. Under Liability Coverage, Exclusions, the Pollution exclusion adds several additional terms such as "seepage", "migration" and "handled", and contains an additional provision pertaining to pollutants that are otherwise in the course of transit "by or on behalf of the insured". These may be considered restrictions of coverage.
7. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.
8. New language has been added to Liability Coverage, Limit of Insurance stating that "No one will be entitled to receive duplicate payments for the same element of loss...". This may be considered a restriction of coverage.
9. Physical Damage, Exclusions has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment. Also, an exclusion for "loss" to a covered "auto" due to "diminution in value" now applies. These are considered restrictions of coverage.
10. General Conditions states, in part, that the policy is void if you or any other insured, intentionally conceal or misrepresent a material fact concerning a claim under the policy. This may be considered a restriction of coverage.
11. Under the Definition of an "Insured Contract", coverage is excluded for any agreement or contract to the extent that it obligates the insured to pay for property damage to leased or rented autos. Also, excepted from the definition of "insured contract" is that part of any contract or agreement that indemnifies a railroad for liability arising out of construction or demolition operations within 50 feet of a railroad, and an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade. These are considered restrictions of coverage.

FLORIDA – FAILURE TO MAINTAIN INSURANCE NOTICE

IMPORTANT – PLEASE READ CAREFULLY

Dear Policyholder,

By law we are required to report specific cancellation or termination information to the Department of Highway Safety and Motor Vehicles. Failure to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law, may result in loss of registration and driving privileges. Reinstatement of your registration and driving privileges will be made upon payment of a non-refundable fee of $150 for the first reinstatement, $250 for the second reinstatement and $500 for each subsequent reinstatement during a three year period.

Please contact your Travelers Agent with any questions you may have.

Thank you for insuring with The Travelers.

TRAVELERS

Dear Policyholder:

As a result of N.J.A.C. 11:3-39 you may be entitled to a reduction in the base rate of your comprehensive or fire and theft coverages for your private passenger automobile. If your vehicle is equipped with an anti-theft or vehicle recovery device, you should contact your agent.

Thank you for insuring with us.

AUTOMOBILE THEFT PREVENTION AUTHORITY FEE

NOTICE: $ INCL is payable in addition to the premium due under this policy. This fee reimburses the insurer, as permitted by 28 TAC §5.205, for the $1.00 fee per motor vehicle year required to be paid to the Automobile Theft Prevention Fund under Texas Civil Statutes, Article 4413 (37), §10, which became effective on June 6, 1991.

IMPORTANT PLEASE READ CAREFULLY

Dear Policyholder,

EXPLANATION OF STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorists Coverage is mandatory with respect to those "covered autos" principally garaged or principally used in New York State and cannot be rejected. It would not be applicable, however, to "covered autos" which are not principally garaged or principally used in New York State. Supplementary Uninsured/ Underinsured Motorists Coverage is optional, would apply to all "covered autos" and can be purchased subject to the terms and conditions as set forth below.

The following is an explanation of the notable differences between Statutory Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured Motorists Coverage. This explanation is not intended to substitute for a complete review of both coverages. If there is any conflict between the policy and this explanation, the provisions of the policy apply.

Statutory Uninsured Motorists Coverage

With respect to "covered autos" principally garaged or principally used in New York State, Statutory Uninsured Motorists Coverage gives you, (and if you are an individual, a family member who lives with you), and someone in a "covered auto" you're operating, coverage for injuries that occur if you have a motor vehicle accident with a negligent motorist who has no insurance at all.

If someone is hurt by this type of motorist and does not die, your Statutory Uninsured Motorists Coverage provides up to $25,000 for each person injured, with a $50,000 maximum for each accident. And if someone dies, Statutory Uninsured Motorists Coverage provides up to $50,000 for each person who dies, with a $100,000 maximum for each accident resulting in the death of two or more people. These limits are the only limits available to you under Statutory Uninsured Motorists Coverage.

Statutory Uninsured Motorists Coverage will pay for injuries or death only if the motor vehicle accident happens in New York State and only if the "covered auto" which you were operating is principally garaged and principally used in New York State.

Supplementary Uninsured/Underinsured Motorists Coverage

Supplementary Uninsured/Underinsured Motorists Coverage ("SUM") protects you, (and if you are an individual, a family member who lives with you), and someone in any "covered auto" you are operating, if there is an accident with a negligent motorist who has no insurance and also, if there is an accident with a motor vehicle that does have bodily injury liability insurance, but its bodily injury liability insurance limits are less than the bodily injury liability insurance limits that you have on your motor vehicle.

SUM Coverage is offered with limits of $250,000 each person and $500,000 each accident (250/500) or a combined single limit of $500,000 each accident (500 CSL).

SUM Coverage may also be selected in limits greater than 250/500 or 500 CSL, up to Bodily Injury Policy Limits or less than 250/500 or 500 CSL, but not less than the limits, as required under the Statutory Coverage, of $25,000 each person/$50,000 each accident.

SUM Coverage applies if you have an accident either in the State of New York or out-of-state.

A policyholder should consider purchasing SUM coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:

1. may have no insurance whatsoever; or
2. even if insured, is only insured for third-party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third-parties.

By purchasing SUM coverage, which cannot be purchased in an amount exceeding the amount of third-party liability coverage purchased, the policyholder and any insured under the policy can:

1. be protected for bodily injury to themselves, up to the limit of the SUM coverage purchased; and
2. receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the SUM coverage shall be the policy's SUM limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

Below are a few examples of how SUM coverage works:

Example One:

Insured's Bodily Injury Damages	$300,000
Insured's Liability Limit	$500,000
Insured's SUM Limit	$250,000
Other Motor Vehicle Liability Limit	$ 25,000

Result: In this example, the insured has purchased the maximum amount of SUM coverage that must be offered by the insurer provided that the insured has purchased bodily injury liability limits of at least $250,000. Insured recovers $25,000 from the negligent owner or operator of the other motor vehicle, and $225,000 ($250,000 minus $25,000) under the SUM coverage, for a total recovery of $250,000.

However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect $250,000 in SUM coverage from the insured's own insurer.

But, if the owner or operator of the other motor vehicle was not negligent, the insured would receive no SUM payments.

Example Two:

Insured's Bodily Injury Damges	$100,000
Insured's Liability Limit	$ 25,000
Insured's SUM Limit	$ 25,000
Other Motor Vehicle Liability Limit	$ 25,000

Result: Insured recovers $25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the SUM coverage, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and SUM limits were both $50,000 the insured would collect another $25,000 in SUM coverage from the insured's own insurer.

Example Three:

Insured's Bodily Injury Damages	$ 60,000
Insured's Liability Limit	$100,000
Insured's SUM Limit	$100,000
Other Motor Vehicle Liability Limit	$ 50,000

Result: Insured recovers $50,000 from the other negligent motor vehicle owner or operator and $10,000 under SUM coverage, which is the difference between the amount of the insured's SUM coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

Example Four:

Insured's Bodily Injury Damages	$150,000
Insured's Liability Limit	$100,000
Insured's SUM Limit	$100,000
Other Motor Vehicle Liability Limit	$ 25,000

Result: Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be $75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover $25,000 from the other negligent motor vehicle owner or operator and $50,000 under the SUM coverage.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover $25,000 from the negligent motor vehicle owner or operator and would then receive $75,000 in SUM coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of $150,000 or more, the SUM recovery would be $125,000.

TRAVELERS

COMMERCIAL AUTOMOBILE – VIRGINIA

IMPORTANT NOTICE

IN ADDITION TO THE MINIMUM INSURANCE REQUIRED BY LAW, YOU MAY PURCHASE ADDITIONAL INSURANCE COVERAGE FOR THE NAMED INSURED AND FOR HIS RELATIVES WHO ARE MEMBERS OF HIS HOUSEHOLD WHILE IN OR UPON, ENTERING OR ALIGHTING FROM A MOTOR VEHICLE, OR THROUGH BEING STRUCK BY A MOTOR VEHICLE WHILE NOT OCCUPYING A MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE. THE FOLLOWING HEALTH CARE AND DISABILITY BENEFITS ARE AVAILABLE FOR EACH ACCIDENT:

1. PAYMENT OF UP TO $2,000 PER PERSON FOR ALL REASONABLE AND NECESSARY EXPENSES FOR MEDICAL, CHIROPRACTIC, HOSPITAL, DENTAL, SURGICAL, AMBULANCE, PROSTHETIC AND REHABILITATION SERVICES, AND FUNERAL EXPENSES RESULTING FROM THE ACCIDENT AND INCURRED WITHIN THREE YEARS AFTER THE DATE OF THE ACCIDENT. HOWEVER, IF YOU DO NOT PURCHASE THE $2,000 LIMIT OF COVERAGE, YOU AND THE COMPANY MAY AGREE TO ANY OTHER LIMIT; AND
2. AN AMOUNT EQUAL TO THE LOSS OF INCOME UP TO $100 PER WEEK IF THE INJURED PERSON IS ENGAGED IN AN OCCUPATION FOR WHICH HE RECEIVES COMPENSATION, FROM THE FIRST WORK DAY LOST AS A RESULT OF THE ACCIDENT UP TO THE DATE THE PERSON IS ABLE TO RETURN TO HIS USUAL OCCUPATION. SUCH PAYMENTS ARE LIMITED TO A PERIOD EXTENDING ONE YEAR FROM THE DATE OF THE ACCIDENT.

   IF YOU DESIRE TO PURCHASE EITHER OR BOTH OF THESE COVERAGES AT AN ADDITIONAL PREMIUM, YOU MAY DO SO BY CONTACTING THE AGENT OR COMPANY THAT ISSUED YOUR POLICY.

IMPORTANT NOTICE

IN ADDITION TO THE INSURANCE COVERAGE REQUIRED BY LAW TO PROTECT YOU AGAINST A LOSS CAUSED BY AN UNINSURED MOTORIST,

IF YOU HAVE PURCHASED LIABILITY INSURANCE COVERAGE THAT IS HIGHER THAN THAT REQUIRED BY LAW TO PROTECT YOU AGAINST LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOTOR VEHICLES COVERED BY THIS POLICY, AND YOU HAVE NOT ALREADY PURCHASED UNINSURED MOTORIST INSURANCE COVERAGE EQUAL TO YOUR LIABILITY INSURANCE COVERAGE;

1. YOUR UNINSURED AND UNDERINSURED MOTORIST INSURANCE COVERAGE HAS INCREASED TO THE LIMITS OF YOUR LIABILITY COVERAGE AND THIS INCREASE WILL COST YOU AN EXTRA PREMIUM CHARGE; AND
2. YOUR TOTAL PREMIUM CHARGE FOR YOUR MOTOR VEHICLE INSURANCE COVERAGE WILL INCREASE IF YOU DO NOT NOTIFY YOUR AGENT OR INSURER OF YOUR DESIRE TO REDUCE COVERAGE WITHIN 20 DAYS OF THE MAILING OF THE POLICY OR THE PREMIUM NOTICE, AS THE CASE MAY BE.
3. IF THIS IS A NEW POLICY AND YOU HAVE ALREADY SIGNED A WRITTEN REJECTION OF SUCH HIGHER LIMITS IN CONNECTION WITH IT, PARAGRAPHS 1 AND 2 OF THIS NOTICE DO NOT APPLY.

CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

Named Insured/Applicant: AMERICAN WATER WORKS COMPANY, INC.

Company: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (800) 952-5210

California Department of Consumer Affairs
Bureau of Automotive Repair 10240 Systems Parkway
Sacramento, CA 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

NOTICE TO WEST VIRGINIA POLICYHOLDERS
CONSUMER COST SAVINGS

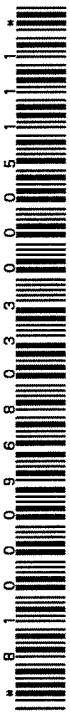
Your costs for this policy have not been reduced because of Insurance Law Reforms and Civil Justice Reforms enacted by the West Virginia Legislature in 2005 and signed into law by the Governor.

This notice does not expand or increase coverage in any policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

NOTICE TO WEST VIRGINIA POLICYHOLDERS
FIRE AND CASUALTY SURCHARGE REDUCTION

Your cost for this policy has been reduced by .45% because of premium surcharge reductions enacted by the West Virginia Legislature in 2005 and signed into law by the Governor.

This notice does not expand or increase coverage in any policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.



MARSH

Delcine Charles
Client Representative

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 6383 Fax 212 345 2865
Delcine.S.Charles@marsh.com
www.marsh.com

February 23, 2006

Mr. James Li
Risk Manager
American Water Works Company, Inc.
1205 Laurel Park Road
Voorhees, NJ 08043

Subject:
Automobile Liability Policy (AOS)
Policy No.: TC2J-CAP-260T3298-TIL-06
Effective: January 1, 2006 – January 1, 20007

Dear Jim:

Enclosed is the All Other States Business Automobile Liability policy evidencing coverage for vehicles of American Water Works Company, Inc. The terms and conditions of the policy are as follows:

Under this policy, the insurer will pay the amounts any protected person is legally required to pay as damages for covered bodily injury or property damage to which the insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

The automobile Liability Limits are as follows:

Limits of Liability – Combined Single Limit – Bodily Injury/Property Damage	**$1,000,000 per accident**
Covered Autos:	**1) Any Autos**
P.I.P.	**Minimum required by law**

American Water chooses to reject Uninsured/Underinsured (UM/UIM) Motorist Coverage where allowable by law and to elect minimum statutory limits as required by states.

The policy's financial program is based on a paid loss deductible program. You have chosen to retain the first $500,000 of each and every loss, the cost of which will be deducted on a monthly basis from the cash collateral fund that American Water has established with Travelers. American Water's total deductible payments under the Automobile and Workers' Compensation programs are capped at the "aggregate stop" amount of $23,265,444 (adjustable off of payroll). You are responsible for all Allocated Loss Adjustment Expense (ALAE) costs, otherwise known as defense costs, if the amount of damages is equal to or less than the deductible amount indicated above. If the amount of damages is greater than the deductible amount, the Allocated Loss Adjustment Expense (ALAE) you are responsible for shall be in the same proportion that the deductible amount bears to the total amount of damages payable under the Deductible policy.

MARSH

We have reviewed the enclosed policy and found it to be in order. Please review your policy for a complete understanding of all terms, conditions, amendments and exclusions of coverage.

This explanation of the reporting provisions of your policies has been provided in order to assist you in understanding and complying with the policies' requirements. In the event of a question or disagreement with your insurer concerning interpretation of a policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

Regards,

Delcine Charles

Delcine Charles
Client Representative

Enclosures

ST PAUL TRAVELERS

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

AMERICAN WATER WORKS COMPANY
INC. AS PER END IL T3 40 03 95
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Presented by: MARSH USA-NYC

004896

WATER COMPANY
COMMON POLICY DECLARATIONS
ISSUE DATE: 01/24/06

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
AMERICAN WATER WORKS COMPANY
INC. AS PER END IL T3 40 03 95
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

2. POLICY PERIOD: From 01/01/06 to 01/01/07 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 01 04 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

*AMS BINDER BILLED # 218906

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:
Provisional Premium $
Due at Inception $
Due at Each $

NAME AND ADDRESS OF AGENT OR BROKER:
MARSH USA-NYC (NA026)
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

004897

ST PAUL TRAVELERS

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06
EFFECTIVE DATE: 01-01-06
ISSUE DATE: 01-24-06

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 06 03	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 40 03 95	BROADENED NAMED INSURED ENDORSEMENT
IL T8 04	CANCELLATION BY US
IL T8 25	GENERAL PURPOSE ENDORSEMENT

COMMERCIAL AUTOMOBILE

CA T0 01 01 04	BUSINESS AUTO COV PART ITEMS 1, 2
CA T0 03 04 05	BUSINESS AUTO COV PART ITEMS 4, 5
CA T3 07 09 05	DEDUCTIBLE INSURANCE
CA T3 90 09 02	AUTOMOBILE DEDUCTIBLE INSURANCE
CA T4 06 02 05	DEDUCTIBLE INSURANCE
CA T4 06 09 05	DEDUCTIBLE INSURANCE
CA T0 30 01 04	BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA T0 31 01 04	TABLE OF CONTENTS-BUSINESS AUTO COVFORM
CA 00 01 01 87	BUSINESS AUTO COVERAGE FORM
CA 00 01 10 01	BUSINESS AUTO COVERAGE FORM
CA 00 29 12 88	CHNGS IN BUS AUTO &TRUCK-INSD CONTRACT
MM 99 11 09 02	MASSACHUSETTS MANDATORY END
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA T9 94 01 04	NY CHGS-BUS AUTO,PHYS DMG,MOT CAR,TRKS
CA 01 03 08 99	LOUISIANA CHANGES
CA 01 07 10 97	CONNECTICUT CHANGES
CA 01 09 10 04	GEORGIA CHANGES
CA 01 10 10 01	MICHIGAN CHANGES
CA 01 11 01 05	NEW HAMPSHIRE CHANGES IN POLICY
CA 01 13 09 98	COLORADO CHANGES
CA 01 14 01 98	PUERTO RICO CHANGES
CA 01 16 03 04	VA CHANGES-BUSINESS AUTO COVERAGE FORM
CA 01 17 10 97	WISCONSIN CHANGES
CA 01 18 11 00	IDAHO CHANGES
CA 01 19 10 01	INDIANA CHANGES
CA 01 20 06 03	ILLINOIS CHANGES
CA 01 22 10 01	KANSAS CHANGES
CA 01 23 07 04	SOUTH DAKOTA CHANGES
CA 01 25 12 02	KENTUCKY CHANGES
CA 01 26 03 01	NORTH CAROLINA CHANGES
CA 01 27 09 02	HAWAII CHANGES
CA 01 28 02 03	FLORIDA CHANGES
CA 01 29 03 94	VERMONT CHANGES
CA 01 32 03 94	OKLAHOMA CHANGES
CA 01 34 02 03	MAINE CHANGES

004898

COMMERCIAL AUTOMOBILE (CONTINUED)

CA 01 35 08 03	WASHINGTON CHANGES
CA 01 36 10 01	NEVADA CHANGES
CA 01 38 06 00	MINNESOTA CHANGES
CA 01 39 12 01	NEW MEXICO CHANGES
CA 01 40 09 94	DISTRICT OF COLUMBIA CHANGES
CA 01 43 02 97	CALIFORNIA CHANGES
CA 01 44 03 94	WYOMING CHANGES-DUTY TO DEFEND
CA 01 46 07 01	TENNESSEE CHANGES
CA 01 48 03 04	RHODE ISLAND CHANGES
CA 01 49 01 04	OREGON CHANGES
CA 01 50 05 02	SOUTH CAROLINA CHANGES
CA 01 56 08 95	NEBRASKA CHANGES
CA 01 59 06 05	UTAH CHANGES
CA 01 60 02 03	IOWA CHANGES
CA 01 61 10 97	NORTH DAKOTA CHANGES
CA 01 62 02 02	ARKANSAS CHANGES
CA 01 65 04 05	MISSOURI CHANGES
CA 01 66 10 01	MISSOURI CHANGES - POLLUTION EXCLUSION
CA 01 70 06 05	MARYLAND CHANGES
CA 01 75 07 04	ARIZONA CHANGES
CA 01 77 03 94	DELAWARE CHANGES
CA 01 78 05 96	LA CHANGES COV EXTENSION-RENTAL VEHS
CA 01 79 10 97	ALASKA CHANGES
CA 01 80 09 97	PENNSYLVANIA CHANGES
CA 01 83 09 02	WEST VIRGINIA CHANGES
CA 01 84 09 95	NJ CHANGES-PHYSICAL DAMAGE INSPECTION
CA 01 85 03 94	VERMONT CHANGES - POLLUTION
CA 01 88 03 99	NEW JERSEY CHANGES
CA 01 89 03 94	WV CHNGS-COV EXT FOR TEMP SUBST AUTOS
CA 02 01 12 99	HI CHANGES-CANCELLATION AND NONRENEWAL
CA 02 68 11 02	VA CHANGES-CANCELLATION AND NONRENEWAL
CA 20 01 10 01	LESSOR-ADDITIONAL INSURED AND LOSS PAYEE
CA 21 03 11 01	WISCONSIN UNINSURED MOTORIST COVERAGE
CA 21 05 01 04	OREGON UM COVERAGE-BODILY INJURY
CA 21 07 12 93	SPLIT UM COVERAGE LIMITS
CA 21 13 04 01	MARYLAND UM COVERAGE
CA 21 14 01 04	NEW JERSEY UM AND UNDM COVERAGE
CA 21 17 12 90	UNINSURED MOTORISTS COVERAGE
CA 21 18 11 04	OKLAHOMA UM COVERAGE
CA 21 19 08 01	SOUTH CAROLINA UM COVERAGE
CA 21 21 11 02	UNINSURED MOTORISTS END (VIRGINIA)
CA 21 22 10 02	WV UNINSURED & UNDERINSURED MOTORIST COV
CA 21 24 06 01	MINNESOTA UM & UIM COVERAGE
CA 21 30 09 04	ILLINOIS UNINSURED MOTORISTS COVERAGE
CA 21 37 04 01	KANSAS UNINSURED MOTORISTS COVERAGE
CA 21 41 10 04	SOUTH DAKOTA UM UIM COVERAGE
CA 21 43 01 03	RI UNINSURED MOTORISTS COVERAGE
CA 21 49 04 01	DISTRICT OF COLUMBIA UM COVERAGE
CA 21 57 08 03	CT UNINSURED & UNDERINSURED MOTORIST COV
CA 21 63 01 06	VERMONT UNINSURED MOTORISTS COVERAGE

COMMERCIAL AUTOMOBILE (CONTINUED)

CA 21 70 01 02	NEBRASKA UM & UIM MOTORIST COV
CA 21 74 10 05	MAINE UNINSURED MOTORISTS COVERAGE
CA 21 83 07 01	NORTH DAKOTA UM COVERAGE
CA 21 86 07 01	NORTH DAKOTA UIM COVERAGE
CA 21 87 01 04	OR UM COV-PD (PRIVATE PASSENGER TYPES)
CA 21 98 05 91	PUERTO RICO SPLIT UM COVERAGE
CA 22 08 11 97	DELAWARE PIP END
CA 22 10 07 04	FLORIDA PIP
CA 22 14 10 97	KANSAS PIP
CA 22 16 11 00	KENTUCKY PERSONAL INJURY PROTECTION
CA 22 19 10 98	MARYLAND PIP END
CA 22 20 04 05	MICHIGAN PIP
CA 22 24 09 94	MICHIGAN PROPERTY PROTECTION END
CA 22 25 06 00	MINNESOTA PERSONAL INJURY PROTECTION
CA 22 30 06 01	NEW JERSEY PERSONAL INJURY PROTECTION
CA 22 32 07 02	NY MANDATORY PERSONAL INJURY PROTECTION
CA 22 34 12 05	NORTH DAKOTA PERSONAL INJURY PROTECTION
CA 22 36 04 04	OREGON PERSONAL INJURY PROTECTION
CA 22 37 03 95	PA BASIC FIRST PARTY BENEFITS
CA 22 44 03 99	UTAH PIP
CA 22 49 04 92	NY EXCL OF MED. EXP FROM MANDATORY PIP
CA 22 65 10 04	HAWAII PERSONAL INJURY PROTECTION COV
CA 31 02 03 94	WEST VIRGINIA SPLIT UM & UIM COV
CA 31 07 11 98	NY SUPPLEMENTARY UM ENDORSEMENT
CA 31 08 11 98	NY SPLIT SUPPLEMENTARY UM LIMITS
CA 31 13 09 96	UNINSURED MOTORISTS ENDORSEMENT-NEW YORK
CA 31 26 01 05	NEW HAMPSHIRE UNINSURED MOTORISTS COV
CA 99 10 10 01	DRIVE OTHER CAR-BROAD COV /NAMED INDIV
CA 99 16 12 93	HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA 99 33 12 93	EMPLOYEES AS INSUREDS
CA 99 48 10 01	POLLUTION LIAB-BROADENED COV FOR AUTO
MM 99 67 09 98	MASSACHUSETTS CHANGES
CA T3 01 02 99	ADDITIONAL INSURED
CA T3 40 02 99	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 40 09 99	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 52 01 04	CHANGES IN POLICY-FELLOW EMPLOYEE COV
CA T3 70 10 96	AMENDMENT OF NOTICE REQUIREMENT
CA T3 94 01 04	EMPLOYEE AS INSUREDS
CA T9 42 01 04	HAWAII CHANGES-LEASED AUTO DEFINITION
CA T9 48 02 99	NEW JERSEY TORT THRESHOLD OPTIONS
CA T9 59 02 99	CHNGS IN BUS AUTO, GAR &TRUCK-AUDIT NY
CA 02 15 11 00	MARYLAND CANCELLATION CHANGES
CA 02 18 06 00	MN CHANGES-CANCELLATION & NONRENEWAL
CA 02 20 10 03	MT CHANGES-CANCELLATION & NONRENEWAL
CA 02 21 09 99	NEBRASKA CHANGES-CANCELLATION
CA 02 25 06 99	NEW YORK CHANGES - CANCELLATION
CA 02 30 06 99	SOUTH CAROLINA CHANGES-CANCELLATION
CA 02 50 02 99	NEW MEXICO CANCELLATION CHANGES
CA 02 52 03 94	WEST VIRGINIA CHANGES-CANCELLATION
CA 02 62 12 02	NH CHANGES-CANCELLATION AND NONRENEWAL

COMMERCIAL AUTOMOBILE (CONTINUED)

CA 02 63 06 97	DC CHANGES-CANCELLATION AND NONRENEWAL
CA 02 65 02 96	KS CHANGES-CANCELLATION AND NONRENEWAL
CA 02 67 10 94	FL CHANGES-CANCELLATION AND NONRENEWAL
CA 02 70 08 94	IL CHANGES-CANCELLATION AND NONRENEWAL
CA 02 73 03 04	RI CHANGES- CANCELLATION AND NONRENEWAL
CA 23 56 11 02	CAP ON LOSSES FROM CERT ACTS OF TERROR
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS
CA T3 25 02 99	NOTICE OF CANCELLATION
CA T3 25 09 99	NOTICE OF CANCELLATION
CA T3 92 09 04	FED TERRORISM RISK INS ACT DISCLOSURE
CA T8 00	STATE APPLICABILITY
CA T8 01	EXCLUSION-ALL POLLUTION-DESIGNATED ENTIT
CA T8 02	AMENDMENT OF DEFINITIONS
CA T8 03	AMENDMENT OF PUNITIVE DAMAGES EXCLUSION
CA T8 07	DEDUCTIBLE INSURANCE
CA T8 08	ADDITIONAL INSURED
CA T8 09	LESSOR - ADDITIONAL INSURED AND LOSS PAY
CA T3 18 02 99	EXCLUSION-AUTOS IN CANADA
CA T9 38 01 04	HI CHANGES- POLLUTION EXCLUSION
CA FO 14 01 04	AMENDATORY ENDORSEMENT VIRGINIA

INTERLINE ENDORSEMENTS

IL 00 21 04 98	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 06 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 07 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 24 01 99	COMPULSORY LIABILITY INSURANCE POLICY
IL 01 09 01 01	VERMONT CHANGES - CIVIL UNION
IL 01 10 07 01	NV CHANGES-CONCEALMENT,MISREP OR FRAUD
IL 01 21 06 03	AK CHANGES-ATTORNEY'S FEES
IL 01 36 05 04	MANDATORY PREM & COV CONDITIONS ENDT-PR
IL 01 56 07 02	IN CHANGES CONCEAL MISREPRESENT OR FRAUD
IL 01 58 04 98	IN CHANGES
IL 01 65 07 02	ND CHANGES-EXAM OF YOUR & RECORDS
IL 01 67 07 02	MT CHANGES-CONFORMITY WITH STATUES
IL 01 69 07 02	CO CHANGES CONCEAL MISREP OR FRAUD
IL 01 70 07 02	VT CHANGES CONCEAL MISREPRESENT OR FRAUD
IL 01 76 07 02	ALASKA CHANGES-APPRAISAL
IL 01 79 10 02	OKLAHOMA NOTICE
IL 01 80 07 02	MT CHANGES-CONCEAL, MISREPRESENT, FRAUD
IL 01 83 04 98	NEW YORK CHANGES - FRAUD
IL 01 84 07 02	SOUTH DAKOTA CHANGES-APPRAISAL
IL 01 85 07 02	NEW YORK CHANGES-CALCULATION OF PREMIUM
IL 01 87 04 98	NH CHGS-CONCEALMENT/MISREPRESENT/FRAUD
IL 01 89 07 02	ME CHGS-CONCEALMENT,MISREPRESENT,FRAUD
IL 01 98 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 02 04 07 02	IDAHO CHANGES-CANCELLATION/NONRENEWAL
IL 02 08 12 05	NJ CHANGES-CANCELLATION AND NONRENEWAL

INTERLINE ENDORSEMENTS (CONTINUED)

IL 02 19 07 02	VT CHANGES - CANCELLATION & NONRENEWAL
IL 02 28 07 02	CO CHANGES-CANCELLATION AND NONRENEWAL
IL 02 31 07 02	ARKANSAS CHANGES-CANCELLATION
IL 02 32 09 02	SOUTH DAKOTA CHANGES-CANCELLATION
IL 02 34 12 03	ND CHANGES-CANCELLATION AND NONRENEWAL
IL 02 36 07 02	OK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 44 11 05	OHIO CHANGES-CANCELLATION & NONRENEWAL
IL 02 46 07 02	PA CHANGES-CANCELLATION & NONRENEWAL
IL 02 47 07 02	ME CHANGES-CANCELLATION AND NONRENEWAL
IL 02 50 07 02	TN CHANGES-CANCELLATION & NONRENEWAL
IL 02 51 02 04	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 52 10 05	WY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 60 07 05	CT CHANGES-CANCELLATION & NONRENEWAL
IL 02 62 07 02	GA CHANGES-CANCELLATION & NONRENEWAL
IL 02 63 07 02	KY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 66 07 02	UT CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 11 04	CA CHANGES-CANCELLATION & NON-RENEWAL
IL 02 72 07 02	IN CHANGES-CANCELLATION & NONRENEWAL
IL 02 76 07 02	IA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 77 05 05	LA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 79 01 06	OR CHANGES-CANCELLATION AND NONRENEWAL
IL 02 80 06 03	AK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 83 07 02	WI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 86 07 02	MI CHANGES-CANCELLATION AND NONRENEWAL
IL 09 01 01 98	COMPULSORY LIAB INSURANCE POLICY NOTICE
IL 09 09 03 98	ARKANSAS NOTICE
IL 09 10 07 02	PENNSYLVANIA NOTICE
IL 09 13 04 98	INSURANCE INSPCTN SERV EXEMPT FROM LIAB
IL F0 35 08 00	KY CHANGES-CANCELLATION AND NONRENEWAL
IL T3 05 12 99	INSURER AMENDMENT END
IL T9 11 01 89	NH-CHANGES

POLICYHOLDER NOTICES

PN CA 36 09 05	CA AUTO BODY REPAIR CONS BILL OF RIGHTS

COMMERCIAL AUTOMOBILE (CONTINUED)

CA T5 06 06 98	ENDORSEMENT TO LIABILITY INSURANCE POLICY
DMV 67 MCP	MOTOR CARRIERS OF PROPERTY BI & PD LIAB
MCS 90	MOTOR CARRIERS POLICIES OF INSURANCE FOR PUBLIC LIAB

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, Travelers agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Common Policy Declarations by our authorized representative.

The Travelers Indemnity Company (IND)
The Phoenix Insurance Company (PHX)
The Charter Oak Fire Insurance Company (COF)
Travelers Property Casualty Company of America (TIL)
The Travelers Indemnity Company of Connecticut (TCT)
The Travelers Indemnity Company of America (TIA)

General Counsel & Secretary

Chairman of the Board & Chief Executive Officer

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, with its permission.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06 ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM - COMPOSITE RATES

A. SCHEDULE

1. This endorsement modifies insurance provided under the following Coverage Part(s):

   COMMERCIAL AUTO COVERAGE PART

2. This endorsement applies to the Declarations from 01-01-06 to 01-01-07 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.
3. Definition of Premium Base (Bases):

   POWER UNIT

4. Exceptions (if any) to compositing of premium calculation:

5. Premium Schedule

COVERAGE		PREMIUM BASE
SEE END IL T8 25		

ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
		$

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

B. PROVISIONS

1. Referring to the Schedule above, the premium for the Coverage Parts shown in item 1, except with respect to any exceptions shown in item 3, shall be computed in accordance with the premium base (bases) and rate (rates) designated in item 5.
2. The premium for the excepted hazards shall be computed in accordance with the rates and rules filed by us or on our behalf.
3. The advance premium stated above is an estimated premium for the Declarations Period. Upon termination of this period, the earned premium shall be computed in accordance with the policy and this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us; if less, we shall return to you the unearned paid portion. Rates and premiums for any subsequent Declarations Periods shall be determined at the inception date of those respective periods and shall be specified in endorsements to be added to the policy. After termination of each period, the earned premium shall be computed in accordance with the policy and this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

The Named Insured in Item **1.** of the Declarations is as follows:

The organization named in item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy.

Copyright, The Travelers Indemnity Company, 1994

CANCELLATION BY US

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	NUMBER OF DAYS NOTICE:90
WHEN WE DO NOT RENEW (NONRENEWAL)	NUMBER OF DAYS NOTICE:AS PER STATE STATUTES

PROVISIONS:

A. FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NONPAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION, AS PROVIDED IN THE CONDITIONS SECTION OF THIS INSURANCE, OR AS AMENDED BY ANY APPLICABLE STATE CANCELLATION ENDORSEMENT APPLICABLE TO THIS INSURANCE, IS INCREASED TO THE NUMBER OF DAYS SHOWN IN THE SCHEDULE ABOVE.

B. WE WILL ENDEAVOR TO MAIL OR DELIVER WRITTEN NOTICE TO THE FIRST NAMED INSURED'S LAST KNOWN MAILING ADDRESS UNLESS OTHERWISE NOTED IN THE MAILING SCHEDULE BELOW.

MAILING SCHEDULE:

A1000096802900049030

POLICY NUMBER TC2J-CAP-260T329-8-TIL-06
ISSUE DATE: 01/24/06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM - COMPOSITE RATE(S)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE PART

A. SCHEDULE, 5. PREMIUM SCHEDULE TO READ:

COVERAGE	PREMIUM BASIS	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
LIABILITY CODE 4594	POWER UNIT	3951	106.697	$421,560

COMMERCIAL AUTOMOBILE

004904

COMMERCIAL AUTOMOBILE

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 01-24-06 LS

ITEM ONE: Policy Number: TC2J-CAP-260T3298-TIL-06

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Declarations Period: From: 01-01-06 to 01-01-07 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Automobile Coverage Part consists of these Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: CORPORATION

ITEM TWO:
A. COVERAGE AND LIMITS OF INSURANCE:

Coverage applies only to those Autos shown as Covered Autos by entry of one or more Symbols from SECTION 1 - Covered Auto of the BUSINESS AUTO COVERAGE FORM

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
		The most we will pay for any one accident or loss.
LIABILITY	1	$ 1,000,000
COMPULSORY BODILY INJURY (Massachusetts Only)	1	$20,000 EACH PERSON $40,000 EACH ACCIDENT
PERSONAL INJURY PROTECTION (No Fault)	5	Separately stated in each PIP endorsement minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN.
PERSONAL INJURY PROTECTION (Massachusetts Only)	5	$8,000
PROPERTY PROTECTION (COVERAGE) (Michigan Only)	5	Separately stated in the Endorsement Minus $ 0 deductible.

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 01-24-06 LS

Policy Number: TC2J-CAP-260T3298-TIL-06

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
UNINSURED MOTORISTS	2	SEE CA TO 30
NY SUM	2	SEE CA TO 30 The maximum amount payable under SUM coverage shall be the policy SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	2	SEE CA TO 30

B. AUDIT PERIOD: ANNUAL

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:
Symbols 1-9: SEE BUSINESS AUTO COVERAGE FORM Section 1 Covered Autos

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 01-24-06 LS

Policy Number: TC2J-CAP-260T3298-TIL-06

D. LOSS PAYABLE CLAUSE

1. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.

2. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.

3. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

4. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER	LOSS PAYEE (Name and Address)

ST PAUL TRAVELERS

One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO
COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-CAP-260T3298-TIL-06
ISSUE DATE: 01-24-06

ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liab. Cov. is primary)	PREMIUM
	SEE IL T3 02			INCL
			TOTAL PREMIUM	INCL

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.			
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO.			
			TOTAL PREMIUM	

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	SEE IL T3 02	INCL
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
		TOTAL PREMIUM	INCL

PRODUCER

OFFICE

Copyright, 2005. The St. Paul Travelers Companies. All Rights Reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.
2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of "suits" and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:

   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.

   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;

      (2) Expert medical or other testimony;

      (3) Autopsy;

      (4) Witnesses and summonses;

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

SCHEDULE

(For purposes of this Schedule only, "first party benefit(s)" shall mean uninsured and/or underinsured motorists benefits, and/or personal injury protection benefits or no fault benefits, and/or medical payments benefits)

SEE END CA T8 07 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE DEDUCTIBLE INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION III. C. LIMIT OF INSURANCE AND DEDUCTIBLE and SECTION IV. D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier Coverage forms are amended to include the following provisions:

1. Our obligation to pay damages, "covered pollution cost or expense", "loss" and "Allocated Loss Adjustment Expense(s)" under this policy on behalf of the "insured", applies only to the amount of damages, "covered pollution cost or expense", "loss" and "Allocated Loss Adjustment Expense(s)" which are in excess of the deductible amounts stated in the schedule below.
2. The deductible amount applies to all damages, "covered pollution cost or expense", "loss" and/or "Allocated Loss Adjustment Expense(s)" incurred as the result of any one "accident" or "loss" for any automobile coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the deductible amounts.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and you shall reimburse us for such part of the deductible amount as we have paid.
5. "Allocated Loss Adjustment Expense(s)" (or ALAE) encompass the following costs of a carrier which can be directly allocated to a particular claim:
   a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;
      (5) Copies of documents such as birth and death certificates, and medical treatment records;
      (6) Arbitration fees;
      (7) Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;
      (8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim.
      (9) Appeal bond costs and appeal filing fees.
   c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
      (1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills,

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

medical or vocational rehabilitation vendor bills.

(2) Hospital and other treatment utilization reviews, including precertification/preadmission, concurrent or retrospective reviews.

(3) Preferred Provider Network/Organization expenses.

(4) Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

e. The following Supplementary Payments:

(1) Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(2) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(3) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $100 a day because of time off from work.

(4) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

The following shall not be included as "Allocated Loss Adjustment Expense(s)";

a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys, (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

c. Expenses which are defined as either an indemnity or medical loss.

6. The applicable limits of insurance shall be reduced by the amount of any damages or "covered pollution cost or expense" or "loss" within the deductible amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting there from shall be apportioned among all interests in the ratio of their respective recoveries.

8. The aggregate deductible limit stated in Item 4. of the Schedule is the most you must reimburse us for the sum of all damages within the Deductible Amount, including "covered pollution cost or expense", "loss" and ALAE as stated in Items 1., 2. and 3. of the Schedule (depending on the option selected by you.) The aggregate will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The aggregate deductible limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified on Item 4. of the Schedule of the deductible endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. As an alternative to an aggregate deductible limit for automobile coverage, you may agree to a multiple line/multiple policy maximum loss content. Under this arrangement the maximum amount of payments (including or excluding ALAE as stated in Items 1., 2. or 3. of the Schedule) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 6. of the Schedule on the deductible endorsement, shall be limited to the amount specified as the maximum loss content in that Schedule. The maximum loss content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

standard premium, if so specified on Item 6. of the Schedule of the deductible endorsement, subject to a negotiated minimum Maximum Loss Content.

10. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions.

SCHEDULE

1. Deductible Amount for all coverages excluding Physical Damage $ $500,000 Each Accident applies: (option that applies is indicated by "X")

a. ☐ To combined damages (including "covered pollution cost or expense") and ALAE; or

b. ☐ Separately to damages (including "covered pollution cost or expense"), and ALAE; or

c. ☒ To damages (including "covered pollution cost or expense") only. You will reimburse us for the total amount of ALAE if the amount of damages (including "covered pollution cost or expense") is equal to or less than the deductible amount. If the amount of damages (including "covered pollution cost or expense") is greater than the deductible amount, the ALAE amount which will be reimbursable by you will be a proportionate share calculated by dividing the deductible amount by the amount of total damages (including "covered pollution cost or expense") payable under the Policy and then multiplying the ALAE amount by that percentage; or

d. ☐ To damages (including "covered pollution cost or expense") only, with ALAE reimbursed by you for the total amount of expense regardless of the deductible amount(s).

2. Physical Damage Deductible Amount $_____ Each "Loss" applies: (option that applies is indicated by "X")

a. ☐ To combined "loss" and ALAE; or

b. ☐ Separately to "loss", and ALAE; or

c. ☐ To "loss" only. You will reimburse us for the total amount of ALAE if the amount of "loss" is equal to or less than the deductible amount. If the amount of "loss" is greater than the deductible amount, the ALAE amount which will be reimbursable by you will be a proportionate share calculated by dividing the deductible amount by the amount of total "loss" payable under the Policy and then multiplying the ALAE amount by that percentage; or

d. ☐ To "loss" only, with ALAE reimbursed by you for the total amount of expense regardless of the deductible amount(s).

3 Deductible Amount for all coverages $_____ Each Accident or "Loss" applies: (option that applies is indicated by "X")

a. ☐ To combined damages (including "covered pollution cost or expense"), "loss" and ALAE; or

b. ☐ To combined damages (including "covered pollution cost or expense") and "loss", separately to ALAE; or

c. ☐ To combined damages (including "covered pollution cost or expense") and "loss". You will reimburse us for the total amount of ALAE if the amount of damages (including "covered pollution cost or expense") and "loss" is equal to or less than the deductible amount. If the amount of damages (including "covered pollution cost or expense") and "loss" is greater than the deductible amount, the ALAE amount which will be reimburseable by you will be a proportionate share calculated by dividing the deductible amount by the amount of total damages (including "covered pollution cost or expense") and "loss" payable under the Policy and then multiplying the ALAE amount by that percentage; or

d. ☐ To combined damages (including "covered pollution cost or expense") and "loss", with ALAE reimbursed by you for the total amount of expense regardless of the deductible amount(s).

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

4. Aggregate Deductible Limit $_____. It is adjusted based on: (option that applies is indicated by "X")

   a. ☐ Negotiated rate of _____ per _____
   (enter rate) (enter exposure base)

   But in no event less than $ _____, or
   (dollar amount)

   b. ☐ Negotiated percentage of Standard Premium _____
   (enter percentage of Standard Premium)

   But in no event less than $ _____; or
   (dollar amount)

   c. ☒ No Aggregate Deductible Limit applies.

5. Claims Handling and other associated expenses:

   a. Claim Handling (excluding Physical Damage) is (options that apply are indicated by "X")

      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____; or

      ii. ☒ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ 600 ; or

      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____.

   b. Physical Damage Claim Handling is (options that apply are indicated by "X")

      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____; or

      ii. ☐ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ _____; or

      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____.

   c. Charges other than Claim Handling are: (option that applies is indicated by "X")

      i. ☐ reimbursed by you at a rate of _____ times exposure base of _____
      per _____ ; or

      ii. ☒ reimbursed by you as a flat charge of 0 against the policy.

6. Maximum Loss Content (Applicable only if 4.c. of this schedule is selected) (option that applies is indicated by "X")

   a. ☒ Negotiated rate of $8.4181 per $100 OF AUDITED WC PAYROLL EXCLUDING MONOPOLISTIC PAYROLL.
   (enter rate) (enter exposure base)

   But in no event less than $ ---, or
   (dollar amount)

   b. ☐ Negotiated percentage of Standard Premium _____
   (enter percentage of Standard Premium)

   But in no event less than $ _____,
   (dollar amount)

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2N-UB-121D3206

TRJ-UB-121D3218

TC2J-CAP-260T3298

TC2E-CAP-822K5929

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Copyright, The Travelers Indemnity Company
Includes copyrighted material of National Council on Compensation Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.
2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductible owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") encompass the following costs of a carrier which can be directly allocated to a particular claim:

   a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

   b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

      (1) Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;

      (2) Expert medical or other testimony;

      (3) Autopsy;

      (4) Witnesses and summonses;

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

(5) Copies of documents such as birth and death certificates, and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim;

(9) Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

(1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

(2) Hospital and other treatment utilization reviews, including precertification/preadmission, concurrent or retrospective reviews.

(3) Preferred Provider Network/Organization expenses.

(4) Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

e. The following Supplementary Payments:

(1) Up to $2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(2) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(3) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(4) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys, (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

c. Expenses which are defined as either an indemnity or medical loss.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The aggregate will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.
9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.
10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.
11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions.

SCHEDULE

SEE END CA T8 07 01 06

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II C. LIMIT OF INSURANCE, SECTION III C. LIMIT OF INSURANCE and SECTION III D. DEDUCTIBLE under the Business Auto Coverage Form; and SECTION II C. LIMIT OF INSURANCE, SECTION II D. DEDUCTIBLE, SECTION III C. LIMIT OF INSURANCE AND DEDUCTIBLE, SECTION IV C. LIMITS OF INSURANCE and SECTION IV D. DEDUCTIBLE under each of the Garage, Truckers and Motor Carrier coverage forms and the corresponding Limit(s) of Insurance section of the applicable uninsured and/or underinsured motorists, personal injury protection and no fault coverage or medical payments coverage endorsements under each of the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms are amended to include the following provisions:

1. Our obligation to pay any amount under any coverage under this policy, including without limitation any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense" applies only to such amounts which are in excess of the Deductible Amount stated in the Schedule to this endorsement.
2. The Deductible Amount stated in the Schedule to this endorsement applies to all amounts paid under this policy as a result of any one "accident" or "loss" for any automobile coverages which are either contained in the body of the policy, listed on the Declarations Page, apply by operation of law or which are added to the policy by endorsement, including without limitation to any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "Allocated Loss Adjustment Expense".
3. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of "suits" and (b) your duties in the event of an "accident", claim, "suit", or "loss", apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "accident", claim, "suit" or "loss".

   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense", incurred by other insurers, or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:

   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.

   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;

      (2) Expert medical or other testimony;

      (3) Autopsy;

(4) Witnesses and summonses;

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance shall be reduced by the amount of any damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits) or "loss" within the Deductible Amount. The applicable limits of insurance shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of our limit of liability hereunder;

b. Us for the amount paid hereunder;

c. All other interests (including the insured), with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in the Schedule to this endorsement is the most you must reimburse us for the sum of all damages, (including "covered pollution cost or expense", uninsured and/or underinsured motorists benefits, personal injury protection benefits and no fault benefits or medical payments benefits), "loss" and "ALAE" within the Deductible Amount as stated in the Schedule to this endorsement. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Aggregate Deductible Limit part of the Schedule to this endorsement, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for Claims Handling and other associated expenses pursuant to the options selected by you and so specified in the Claims Handling and other associated expenses part of the Schedule to this endorsement. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit or the Maximum Loss Content, whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for automobile coverage, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule to this endorsement, shall be limited to the amount specified as the Maximum Loss Content in that Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in the Maximum Loss Content part of the Schedule to this endorsement, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

SCHEDULE

SEE END CA T8 07 01 06

ST PAUL TRAVELERS

One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO/TRUCKERS/ GARAGE/
MOTOR CARRIER COVERAGE PART
SUPPLEMENTARY SCHEDULE

POLICY NO.: TC2J-CAP-260T3298-TIL-06
ISSUE DATE: 01-24-06

ITEM TWO
COVERAGE AND LIMITS OF INSURANCE
UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

The LIMIT OF INSURANCE for the coverages shown below is the LIMIT OF INSURANCE shown for the State where a covered "auto" is principally garaged.

Coverage

UNINSURED MOTORISTS

	LIMIT OF INSURANCE			
		"Bodily Injury"		"Property Damage"
State of Principle Garaging	Each "Accident"	Each Person	Each "Accident"	Each "Accident"
CT	$	$ 20,000	$ 40,000	$
DC	55,000			
IL		20,000	40,000	
KS	50,000			
ME	100,000			
MD	55,000			
MA		20,000	40,000	
MN	50,000			
NE		25,000	50,000	
NH	1,000,000			

UNDERINSURED MOTORISTS
(When not included in Uninsured Motorists Coverage)

	LIMIT OF INSURANCE			
		"Bodily Injury"		"Property Damage"
State of Principle Garaging	Each "Accident"	Each Person	Each "Accident"	Each "Accident"
MN	$ 50,000	$	$	$
ND	50,000			
SD	300,000			

Copyright Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Serfvices Office, Inc., with its permission.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

COMMERCIAL AUTO
ISSUE DATE: 01-24-06

SCHEDULE EXTENSION

This is an extension of CA T0 30 01 04

VARYING LIMITS

Coverage

UNINSURED MOTORISTS

State of Principle Garaging	LIMIT OF INSURANCE			
	Each "Accident"	"Bodily Injury" Each Person	"Bodily Injury" Each "Accident"	"Property Damage" Each "Accident"
NJ	$ 35,000	$	$	$
NY		25,000	50,000	
ND	50,000			
OK	20,000			
OR	1,000,000			
RI	1,000,000			
SC	40,000			
SD	300,000			
VT	100,000			
VA	70,000			
WV		20,000	40,000	10,000
WI	50,000			
PR		5,000	10,000	

TABLE OF CONTENTS

BUSINESS AUTO COVERAGE FORM

Beginning on Page

SECTION I – COVERED AUTOS

Description Of Covered Auto Designation Symbols 1
Owned Autos You Acquire After The Policy Begins 2
Certain Trailers And Temporary Substitute Autos 2

SECTION II – LIABILITY COVERAGE

Coverage 2
Who Is An Insured 2
Coverage Extensions
Supplementary Payments 3
Out of State 3
Exclusions 3
Limit of Insurance 5

SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage 5
Exclusions 6
Limit of Insurance 7
Deductible 7

SECTION IV – BUSINESS AUTO CONDITIONS

Loss Conditions
Appraisal For Physical Damage Loss 7
Duties in the Event Of Accident, Claim, Suit or Loss 7
Legal Action Against Us 8
Loss Payment – Physical Damage Coverage 8
Transfer Of Rights Of Recovery Against Others To Us 8

General Conditions
Bankruptcy 8
Concealment, Misrepresentation Or Fraud 8
Liberalization 8
No Benefit To Bailee – Physical Damage Coverages 8
Other Insurance 8
Premium Audit 9
Policy Period, Coverage Territory 9
Two Or More Coverage Forms Or Policies Issued By Us 9

SECTION VI – DEFINITIONS 9

Includes copyrighted material of Insurance Services Office, Inc. with it permission.
Copyrighted, Insurance Service Office, Inc. 1985.

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

1 = ANY "AUTO",

2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 1,2,3,4,5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

Copyright, Insurance Services Office, Inc., 1985

004916

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are "insureds":

a. You for any covered "auto."

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
   (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
   (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone else who is not otherwise excluded under paragraph b. above and is liable for the conduct of an "insured" but only to the extent of that liability.

2. COVERAGE EXTENSIONS

a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":
   (1) All expenses we incur.
   (2) Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
   (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $100 a day because of time off from work.
   (5) All costs taxed against the "insured" in any "suit" we defend.
   (6) All interest on the full amount of any judgment that accrues after entry of

Copyright, Insurance Services Office, Inc., 1985

the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract"; or

b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

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

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

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the "insured" under an "insured contract."

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

6. CARE, CUSTODY OR CONTROL

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. HANDLING OF PROPERTY

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

 Copyright, Insurance Services Office, Inc., 1985

9. OPERATIONS

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

10. COMPLETED OPERATIONS

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, or handled for movement into, onto or from, the covered "auto";

(b) Otherwise in the course of transit by the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon the covered "auto";

(2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

(3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

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

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

Paragraph **a.(1)(c)** does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and

(2) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c** of the definition of "mobile equipment."

Paragraphs a(2) and a(3) of this exclusion do not apply if:

(1) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

Copyright, Insurance Services Office, Inc., 1985

(2) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

12. WAR

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

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
   a. Comprehensive Coverage. From any cause except:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.
   b. Specified Causes of Loss Coverage. Caused by:
      (1) Fire, lightning or explosion;
      (2) Theft;
      (3) Windstorm, hail or earthquake;
      (4) Flood;
      (5) Mischief or vandalism; or
      (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
   c. Collision Coverage. Caused by:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.
2. Towing.

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.
3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

   If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:
   a. Glass breakage;
   b. "Loss" caused by hitting a bird or animal; and
   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.
4. Coverage Extension. We will pay up to $10 per day to a maximum of $300 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
   a. Nuclear Hazard.
      (1) The explosion of any weapon employing atomic fission or fusion; or
      (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
   b. War or Military Action.

Copyright, Insurance Services Office, Inc., 1985

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

(3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. LOSS CONDITIONS

1. **APPRAISAL FOR PHYSICAL DAMAGE LOSS**

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

a. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

Copyright, Insurance Services Office, Inc., 1985

(2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE – PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

Copyright, Insurance Services Office, Inc., 1985

5. **OTHER INSURANCE**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

      (1) Excess while it is connected to a motor vehicle you do not own.

      (2) Primary while it is connected to a covered "auto" you own.

   b. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."

   c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **PREMIUM AUDIT**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **POLICY PERIOD, COVERAGE TERRITORY**

   Under this Coverage Form, we cover "accidents" and "losses" occurring:

   a. During the policy period shown in the Declarations; and

   b. Within the coverage territory.

   The coverage territory is:

   a. The United States of America;

   b. The territories and possessions of the United States of America;

   c. Puerto Rico; and

   d. Canada.

   We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

   If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

E. "Insured contract" means:

   1. A lease of premises;

   2. A sidetrack agreement;

   3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

Copyright, Insurance Services Office, Inc., 1985

4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

1. That pertains to the loan, lease or rental of an "auto" to you; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

F. "Loss" means direct and accidental loss or damage.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in paragraphs **1,2,3,** or **4** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in paragraphs **1,2,3** or **4** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

H. "Property damage" means damage to or loss of use of tangible property.

I. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

J. "Trailer" includes semitrailer.

Copyright, Insurance Services Office, Inc., 1985

BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 =	Any "Auto"
2 =	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 =	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 =	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 =	Owned "Autos" Subject To No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6 =	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 =	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 =	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 =	Nonowned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5 or 6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you

© ISO Properties, Inc., 2000

acquire of the type described for the remainder of the policy period.

2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

© ISO Properties, Inc., 2000

004921

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

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

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while

 © ISO Properties, Inc., 2000

performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or ex-

© ISO Properties, Inc., 2000

pense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. Specified Causes Of Loss Coverage

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. Collision Coverage

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. **Towing**

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

   a. Glass breakage;

   b. "Loss" caused by hitting a bird or animal; and

   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

© ISO Properties, Inc., 2000

a. Transportation Expenses

We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such

© ISO Properties, Inc., 2000

004923

equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

 © ISO Properties, Inc., 2000

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. **Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. **Loss Payment – Physical Damage Coverages**

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that

© ISO Properties, Inc., 2000

is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

 © ISO Properties, Inc., 2000

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. **"Insured contract" means:**

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "em-

© ISO Properties, Inc., 2000

004925

ployees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

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

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN BUSINESS AUTO AND TRUCKERS COVERAGE FORMS – INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

E. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto;"
7. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

1. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

Copyright, Insurance Services Office, Inc., 1987

004926

THIS ENDORSEMENT CHANGES THE POLICY TO COMPLY WITH MASSACHUSETTS LAW. PLEASE READ IT CAREFULLY.

MASSACHUSETTS MANDATORY ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Condition A., Cancellation, is replaced by the following:

A. Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

If the driver's license or auto registration of anyone residing in your household who usually operates a covered "auto" has been under suspension or revocation during the policy period, we may suspend coverage for that person for all coverages under this policy except those coverages and limits required under Massachusetts law to register a motor vehicle.

We can cancel any coverage we are not required by Massachusetts law to sell you if we do so within the first 90 days of the policy period. Also, we can cancel in the same manner coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Massachusetts law provides that your policy automatically terminates when:

1. You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.
2. You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
3. If you transfer title to a covered "auto" and you do not register another auto, this policy will terminate 30 days from the date of transfer of title.

However, if more than one covered "auto" is described on the Declarations, the termination of coverage applies only to the "auto" involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United Stated Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

If we cancel the insurance provided under this policy for Massachusetts registered vehicles, the cancellation is not effective unless we send the required notice to the Massachusetts Registry of Motor Vehicles.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

If you think that we have cancelled the insurance for a covered auto illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Condition C., Examination of Your Books and Records, is replaced by the following:

C. Examination Of Your Books And Records

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

Copyright, Automobile Insurers Bureau, 2002

COMPULSORY BODILY INJURY TO OTHERS COVERAGE

A. Coverage

We will pay all sums an insured legally must pay as damages because of "bodily injury" caused by a covered "auto" in Massachusetts "accidents". The damages we will pay are the amounts the injured person is entitled to collect for "bodily injury" through a court judgment or settlement.

We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with the court's permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

1. Who is an insured:
   a. You.
   b. Anyone else using a covered "auto" with your consent.
2. Coverage Extension
   a. Supplementary Payments

      In addition to the Limit of Insurance, we will pay for the "insured":

      (1) All expenses we incur.

      (2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

      (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

      (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

      (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

      (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid or deposited in court the part of the judgment that is within our Limit of Insurance.

      These payments are included in and not in addition to any payment otherwise payable under any Coverage Extension agreement of the policy.

B. Exclusions

This insurance does not apply to:

1. "Bodily injury" to guest occupants of a covered "auto".
2. "Accidents" outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. "Bodily injury" to any "employee" of the insured if entitled to Massachusetts workers' compensation benefits.

C. Limits Of Insurance

The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is $20,000. Subject to this $20,000 limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is $40,000. This is the most we will pay as the result of a single "accident" no matter how many covered autos or premiums are shown on the Declarations. The limits shown on the Declarations for this coverage are included in and not in addition to the limits shown for Liability Coverage on the Declarations.

D. Additional Conditions

1. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this policy or the registration for a covered "auto". We must also pay even if you or the legally responsible person fails to cooperate with us after the "accident". We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.

Copyright, Automobile Insurers Bureau, 2002

2. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If an insured is using a covered "auto" you do not own at the time of the "accident", the owner's auto insurance pays up to its limits before we pay. Then, we will pay up to the limits for Compulsory Bodily Injury to Others Insurance shown on the Declarations for any damages not covered by that insurance.

PERSONAL INJURY PROTECTION COVERAGE

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident".

A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto "accident". Benefits are paid only for expenses or losses actually incurred within two years after the "accident".

We will pay three kinds of benefits:

1. Medical Expenses

   We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

2. Lost Wages

   If an injured person is out of work because of the "accident", we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident". We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident", we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident". Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident". In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

3. Replacement Services

   We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

B. Who Is An Insured

1. You and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
   a. "occupying" a covered "auto";
   b. "occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
   c. a "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.
2. Any other person while:
   a. "occupying" a covered "auto" with your consent;
   b. a pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

C. Exclusions

This coverage does not apply to:

1. Anyone who, at the time of the "accident", was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
2. Anyone who contributed to his or her injury by operating an auto:
   a. While under the influence of alcohol, marijuana, or a narcotic drug.
   b. While committing a felony or seeking to avoid arrest by a police officer.
   c. With the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to workers' compensation benefits for the same injury.

Copyright, Automobile Insurers Bureau, 2002

D. Limit Of Insurance

For any one "accident", we will pay as many people as are injured, but the most we will pay for all benefits to any one person is $8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses ("health plan"). If so, we will pay up to $2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of $2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of $2,000 under this coverage. We will not pay for medical expenses in excess of $2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed $8,000.

E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the "accident" is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most.

   In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.
5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an "accident", we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the "accident". Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

F. Definitions

The following definitions are added for Personal Injury Protection Coverage:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Pedestrian" includes anyone incurring injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

UNINSURED MOTORISTS COVERAGE

A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the insured caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".

The most we will pay for damages to or for anyone injured in the following situations is $35,000 for each person and $80,000 for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using an "auto" without the consent of the owner.
2. Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

Copyright, Automobile Insurers Bureau, 2002

004928

1. Who is an Insured

   a. You, while "occupying" a covered "auto", while "occupying" an "auto" you do not own, or if injured as a pedestrian.

   b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member", while "occupying" a covered "auto", while "occupying" an "auto" not owned by you, or if injured as a "pedestrian".

      If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any "household member" who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance with higher limits.

   c. Anyone else while "occupying" a covered "auto". We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance.

   d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we will only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while "occupying" an "auto" you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any "household member" if struck by, or while "occupying" an "auto" owned by that "household member" which does not have Massachusetts compulsory auto insurance.

B. Limits Of Insurance

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one "accident" is shown on the Declarations as the "each person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one "accident" is shown on the Declarations as the "each accident" limit. This is the most we will pay as the result of a single "accident".
2. The limits of two or more "autos" or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.
3. We will not make payments under this coverage which duplicate payments under the Uninsured Motorists Coverage of any other auto policy.
4. We will reduce the damages an injured person is entitled to recover by:

   a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.

   b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

C. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance is deleted.
2. Two or More Coverage Forms or Policies Issued By Us is deleted.

D. Additional Conditions

The following conditions are added for Uninsured Motorists Coverage:

1. Arbitration

   If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute

Copyright, Automobile Insurers Bureau, 2002

first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

E. Definitions

The following definitions are added for Uninsured Motorists Coverage:

1. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
   a. To which no "bodily injury" liability policy or bond applies at the time of the "accident", or
   b. To which a "bodily injury" liability policy or bond applies at the time of the "accident", but the insuring or bonding company denies coverage or becomes insolvent.
   c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned by a governmental unit or someone who is legally self-insured.
b. Owned or regularly used by you.
c. Designed for use mainly off public roads while not on public roads.
d. Operated on rails or crawler treads.
e. While located for use as a residence or premises.

LIABILITY COVERAGE

A. Coverage

The third paragraph is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

B. Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are $35,000 each person and $80,000 each "accident" for "bodily injury" and $5,000 each "accident" for "property damage". This change, however, does not apply to liability assumed under a contract or agreement.

C. Limit Of Insurance

The Limit of Insurance is changed by adding the following:

If the limits of insurance for any vehicle or coverage are shown separately for "bodily injury" and "property damage", the following applies:

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident", our limit of liability is as follows:

1. The most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for "each person".
2. Subject to the limit for "each person", the most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries resulting from "bodily injury" for two or more people caused by any one

Copyright, Automobile Insurers Bureau, 2002

"accident" is the limit of Bodily Injury Liability shown on the Declarations for "each accident".

3. The most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from "property damage" caused by any one "accident" is the limit of Property Damage Liability shown on the Declarations.

PHYSICAL DAMAGE COVERAGE

A. Coverage

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. "Loss" caused by contact with a bird or animal;

b. "Loss" caused by falling objects or missiles; and

c. Glass breakage.

However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

B. Exclusions

Exclusion 4.c. of the Business Auto Coverage Form and Exclusion 2.e. of the Truckers Coverage Form are replaced by the following:

Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals. This exclusion does not apply to electronic equipment designed solely for:

1. the reproduction of sound,
2. vehicle recovery and anti-theft device systems, or
3. safety warning systems.

C. Limit Of Insurance

Limit of Insurance is changed by adding the following:

If the repair of a damaged part will impair the operational safety of the covered "auto", we will replace the part.

D. Deductible

Deductible is replaced by the following:

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.
2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.
3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

E. Additional Conditions

The following Conditions are added for Physical Damage Coverage:

1. Claims Handling

You must allow us to have the "auto" appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have the covered "auto" repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your "auto" available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have the covered "auto" repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have the covered "auto" repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of the covered "auto" and pay you that

Copyright, Automobile Insurers Bureau, 2002

amount less your deductible. Our payment automatically reduces the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

2. **Total Loss**

   If we pay for the total "loss" of a covered "auto:"

   a. We will suspend Collision or Limited Collision coverage for the damaged covered "auto" until the covered "auto" passes a Motor Vehicle Safety Inspection Test.

   b. We may suspend coverage for a fire or theft "loss" under Comprehensive or Specified Causes of Loss Coverage for any replacement "auto" unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired it.

   c. We have the right, if we so choose, to take title to the "auto". We also have the right, if we so choose, to take any damaged part for which we pay.

3. **Sales Tax**

   If we pay for a loss to a covered "auto" under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the loss of an auto.

4. **Loss Payee**

   When the Declarations shows that a loss payee has a secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

   The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft, or any other means of disposal committed by you or at your direction.

   When we pay any loss payee we shall, to the extent of our payment, have the right to exercise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

   In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

5. **Pre-Insurance Inspection**

   Massachusetts law requires that we inspect certain motor vehicles before providing Physical Damage Coverage. In some cases, we may defer the required inspection of the covered "auto" for ten calendar days (not including legal holidays/and Sundays) following the effective date of coverage. If you do not have the covered "auto" inspected within the time allowed, coverage for that "auto" will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss is changed as follows:

1. Paragraph a. is changed by adding after (3) the following:

   We may have to pay for "property damage" under Liability Coverage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case, we may be entitled to reimbursement from that person.

2. Paragraph b.(4) is replaced by the following:

   (4) Authorize us to obtain medical reports and other records pertinent to the claim.

3. Paragraph c. is replaced by the following:

   c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

      (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen. You must also report a fire loss to the fire department. The notice to the police or fire department must be on the form required by law.

      (2) Do whatever is reasonable to protect the covered "auto" from further damage or "loss". We will pay for any reasonable expenses incurred in doing this.

      (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

Copyright, Automobile Insurers Bureau, 2002

4. Paragraph d. is added as follows:

   d. We may also require you and any person seeking payment under any coverage provided by this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

B. Legal Action Against Us is replaced by the following:

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization, other than an insured, has any right under this policy to bring us into any action to determine the liability of the insured.

C. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the recovery, including reasonable attorneys' fees.

Any amount recovered because of a payment we make under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Uninsured Motorists Coverage or Underinsured Motorists Coverage. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an "accident" and also receive money from us for the same "accident". If so, the amount we paid must be repaid to us to the extent that you or someone else recovers.

If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, we must be repaid for any amounts so paid, but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

D. Concealment, Misrepresentation Or Fraud is replaced by the following:

Except with respect to the coverages you are required to purchase in order to register your auto in Massachusetts, we may refuse to pay claims if any oral or written misrepresentation or warranty made in the negotiation of this policy by you, or on your behalf, was made with an actual intent to deceive or if the matter misrepresented or warranted increased the risk of loss.

E. Premium - Changes

All premiums for this policy and any renewal or extension thereof shall be computed in accordance with the applicable rules, rates, rating plans, premiums and minimum premiums for the coverage afforded.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of change.

F. Renewal

If we decide not to renew this policy or any of its coverages, we must mail our notice to your agent or to you at your last address shown on the Declarations at least 45 days before your policy runs out. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

Copyright, Automobile Insurers Bureau, 2002

DEFINITIONS

The Definition of "property damage" is changed as follows:

"Property damage" means damage to tangible property including any applicable sales tax and the costs resulting from loss of use of the damaged property.

Copyright, Automobile Insurers Bureau, 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

1. **B. Exclusions**, Exclusion **5.** ("diminution in value") is deleted.
2. Paragraph **C. Limit Of Insurance** is deleted and replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. The determination of actual cash value in the event of a total "loss" will be based on the market value or resale value of the damaged or stolen property as of the time of the "loss" taking into account depreciation and physical condition.
3. If we repair or replace the damaged or stolen property with other property of like kind and quality, we will not pay for any "diminution in value".

B. SECTION IV – BUSINESS AUTO CONDITIONS is changed as follows:

1. Under **A. Loss Conditions**, **2. Duties in the Event Of Accident, Claim, Suit Or Loss**, subparagraph **b. (3)** is deleted and replaced by the following:

(3) Cooperate with us in the investigation or settlement of the claim and defense against the "suit".

2. Under **B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph **e. (2)** is deleted and replaced by the following:

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada, or in a settlement we agree to.

C. SECTION V - DEFINITIONS, Definition **F.** ("Employee") is deleted and replaced by the following definition:

F. "Employee" includes a "leased worker" and a "temporary worker".

Copyright, The Travelers Indemnity Company, 2003
Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES IN BUSINESS AUTO, BUSINESS AUTO PHYSICAL DAMAGE, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

For a covered "auto" licensed or principally garaged in New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".
2. The following is added to **Supplementary Payments**:
   (7) We will pay all expenses incurred by an "insured" for first aid to others at the time of an "accident".
   (8) The cost of appeal bonds.
3. Paragraph **b. Out Of State Coverage Extensions** in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:
   While a covered "auto" is used or operated in any other state or Canadian province we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction.
4. **Exclusions** is changed as follows:
   a. The **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:
      This insurance does not apply to:
      "Bodily injury" to an "employee" of the "insured" arising out of and in the course of:
      (1) Employment by the "insured"; or
      (2) Performing the duties related to the conduct of the "insured's" business.
      But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
   b. The **Fellow Employee** Exclusion is amended by the addition of the following:
      However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.
   c. The **Handling Of Property** Exclusion does not apply.
   d. The **Movement Of Property By Mechanical Device** Exclusion does not apply.
   e. The **Operations** Exclusion does not apply.
   f. The **Completed Operations** Exclusion does not apply.
   g. The **Pollution** Exclusion does not apply.
   h. The **Racing** Exclusion does not apply.
   i. The following exclusion is added:
      Spousal Liability
      "Bodily Injury" to or "property damage" of the spouse of an "insured". However, we will pay all sums an "insured" legally must pay if named as a third party defendant in

Copyright, The Travelers Indemnity Company, 2004
Contains copyrighted material of Insurance Services Office, Inc., with its permission.

a legal action commenced by his or her spouse against another party.

5. If the limit of insurance shown in the Declarations is equal to or greater than $160,000, the **Limit Of Insurance** Provision is changed by the following:

   Limit Of Insurance applies except that we will apply the limit of insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

   a. "Bodily injury" not resulting in death of any one person caused by any one "accident";

   b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";

   c. "Bodily injury" resulting in death of any one person caused by any one "accident";

   d. "Bodily injury" resulting in death of two or more persons caused by any one "accident";

   e. "Property damage" in any one "accident".

   This provision will not change our total limit of insurance.

6. If the limit of insurance shown in the Declarations is less than $160,000, the **Limit Of Insurance** Provision is replaced by the following:

   Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations, except for those damages for "bodily injury" resulting in death. We will apply the limit of insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

   a. "Bodily injury" not resulting in death of any one person caused by any one "accident";

   b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";

   c. "Property damage" in any one "accident".

   This provision will not change our total limit of insurance.

   All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

   In addition, our limit of insurance for "bodily injury" resulting in death is as follows:

   a. Up to $50,000 for "bodily injury" resulting in death of any one person caused by any one "accident"; and

   b. Up to $100,000 for "bodily injury" resulting in death of two or more persons caused by any one "accident", subject to a $50,000 maximum for any one person.

   If the limit of insurance shown in the Declarations is not exhausted by payment of damages for:

   a. "Bodily injury" not resulting in death;

   b. "Property damage"; or

   c. "Covered pollution cost or expense",

   any remaining amounts will be used to pay damages for "bodily injury" resulting in death, to the extent the limit of insurance shown in the Declarations is not increased.

7. If forming part of the policy, the Nuclear Energy Liability Exclusion (Broad Form) Endorsement does not apply to the Commercial Auto Coverage Part.

B. Changes In Physical Damage Coverage

1. **Deductible** is replaced by the following:

   For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations.

2. The following are added to **Physical Damage Coverage**:

   The following provisions apply in place of any conflicting policy provisions:

   a. **Mandatory Inspection For Physical Damage Coverage**

      (1) We have the right to inspect any private passenger "auto", including a non-owned "auto", insured or intended to be insured under this Coverage Part before physical damage coverage shall be effective, except to the extent that this right is prescribed and limited by New York State Insur-

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

ance Department Regulation No. 79 (11 NYCRR 67).

(2) During the term of the Coverage Part, coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto". However, if you replace a private passenger "auto" insured with us for at least 12 months before the replacement date, we will provide the same coverage which applied to the replaced "auto" for 3 days beginning on the date you acquire the replacement "auto". We will also provide an additional day of coverage for each Saturday, Sunday or legal holiday falling within the 3 days. After 3 days, coverage will not apply until you notify us and request coverage for the "auto".

(3) When an inspection is required by us, you must cooperate and make the "auto" available for the inspection.

b. "Auto" Repairs Under Physical Damage Coverage

Payment of a physical damage "loss" shall not be conditioned upon the repair of the "auto". We may not require that repairs be made by a particular repair shop or concern. However, we shall be entitled to the following:

(1) A completed "Certification of Automobile Repairs" as prescribed by the New York State Insurance Department;

(2) If the "auto" is repaired, an itemized repair invoice prepared by the "auto" repairer; and

(3) An inspection of the "auto", whether or not the "auto" is repaired.

c. Recovery Of Stolen Or Abandoned "Autos"

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

C. Changes In Conditions

1. Paragraphs **a.** and **b.2.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Form are replaced by the following:

   a. In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible of the "accident" or "loss". Include:

   (1) How, when and where the "accident" or "loss" occurred;

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

   Written notice by or on behalf of the injured person or any other claimant to our authorized representative shall be deemed notice to us.

   b. Additionally, you and any other involved "insured" must:

   (2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

2. Paragraph **a.** of the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

   We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

   a. In the event of "loss", you must give us notice as soon as reasonably possible of the "loss". Include:

   (1) How, when and where the "loss" occurred;

   (2) To the extent possible, the names and addresses of any injured persons and witnesses.

3. The **Legal Action Against Us** Condition in the Business Auto, Truckers and Motor Carrier Coverage Forms is replaced by the following:

   No one may bring a legal action against us until:

Copyright, The Travelers Indemnity Company, 2004
Contains copyrighted material of Insurance Services Office, Inc., with its permission.

a. There has been full compliance with all of the terms of the Coverage Form; and

b. Under Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the "insured's" liability.

4. The **Loss Payment** Condition is replaced by the following:

At our option we may:

a. Pay for or replace damaged or stolen property; or

b. Return the stolen or damaged property, at our expense. We will pay for any damage that results to the "auto" from the "loss".

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

This condition does not apply to liability coverage.

6. The **Premium Audit** Condition is amended by the addition of the following:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy or the anniversary date, if this is a continuous policy or a policy written for a term longer than one year. But the audit may be waived if:

a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1,500; or

b. The policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.

c. Except as provided in Paragraphs **a.** and **b.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

D. Changes In Definitions

The Definitions Section in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition is replaced by the following:

"Covered pollution cost or expense" means any cost or expense arising out of:

a. Any request, demand, order or statutory or regulatory requirement; or

b. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

2. The "insured contract" definition is replaced by the following:

"Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

f. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "auto"; or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

a. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver;

b. That holds a person or organization engaged in the business of transporting

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or

c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge or escape of:

(1) Irritants, pollutants or contaminants that are, or that are contained in any property that is:

(a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto the covered "auto";

(b) Being transported or towed by the covered "auto";

(c) Being moved from the covered "auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the "insured";

(d) Otherwise in the course of transit; or

(e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for, or result from, the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts.

(2) Irritants, pollutants or contaminants not described in (1) above unless:

(a) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of the covered "auto"; and

(b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

3. The "mobile equipment" definition is replaced by the following:

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-contained or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Copyright, The Travelers Indemnity Company, 2004
Contains copyrighted material of Insurance Services Office, Inc., with its permission.

However, the operation of equipment described in Paragraphs **f.(2)** and **f.(3)** above is considered operation of "mobile equipment" and not operation of an "auto".

E. Changes In Forms And Endorsements

All references to Underinsured Motorists Coverage shall mean Supplementary Uninsured/Underinsured Motorists Coverage.

Copyright, The Travelers Indemnity Company, 2004

Contains copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverages

Paragraph **1.b.(3)** of the **Who Is An Insured** Provision in the Business Auto and Truckers Coverage Forms and Paragraph **a.(2)(c)** of the **Who Is An Insured** Provision in the Garage Coverage Form is replaced by the following:

Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours. However, such persons are "insureds" up to the financial responsibility limits required by Louisiana Motor Vehicle Safety Responsibility law.

B. Changes In Physical Damage Coverage

1. The exclusion relating to citizens' band radios does not apply to equipment designed for use as a two-way mobile radio or telephone which operates above or below the citizens' band range of frequencies on frequencies assigned by the Federal Communications Commission.
2. If Collision Coverage, Comprehensive Coverage or Specified Causes Of Loss Coverage is provided by this Coverage Form on at least one covered "auto," then the following type of vehicle is also a covered "auto" for that coverage:

   Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

   However, if Comprehensive Coverage and Specified Causes Of Loss Coverage are provided separately by this Coverage Form on at least one covered "auto," then any temporary substitute "auto," as described above, is a covered "auto" for comprehensive coverage.

C. Changes In Conditions

1. **Legal Action Against Us** Condition is replaced by the following:

   A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.
2. With respect to a temporary replacement "auto", the **Other Insurance** Condition in the Garage Coverage Form is changed by adding the following

   When this Coverage Form and any other Coverage Form or policy providing liability and/or physical damage coverage apply to an "auto" and:

   a. One provides coverage to an "insured" engaged in the business of selling, repairing or servicing "autos", and
   b. The other provides coverage to a person not engaged in that business, and
   c. At the time of an "accident", a person covered by a Coverage Form described in **C.2.b.** is operating an "auto" provided by the business covered by a Coverage

Copyright, Insurance Services Office, Inc., 1999

004935

Form described in **C.2.a.** as a temporary replacement "auto", while that person's "auto" is being serviced or repaired, or for demonstration or test-driving purposes,

then that person's liability coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in C.2.a. is excess over any coverage available to the person covered by a Coverage Form described in C.2.b.

D. Changes In Auto Medical Payments Coverage

Paragraph **A.** is amended by the addition of the following:

However, if the "bodily injury" is diagnosed within one year of the "accident" and reported to us within three years of such "accident", we will not limit the time period in which we will pay reasonable expenses incurred for necessary medical and funeral services resulting from such "bodily injury".

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or garage operations conducted in Connecticut, the policy is changed as follows:

A. CHANGES IN LIABILITY COVERAGE

1. The following is added to WHO IS AN INSURED:

   If you are an individual, your "family member" is an "insured" while using any covered "auto" you own.

2. COVERAGE EXTENSIONS is amended as follows:

   a. Paragraph **a.(2)** of Supplementary Payments is replaced by the following:

      (2) We will pay for the "insured" up to $250 for cost of bail bonds (including bonds for related traffic law violations.) We do not have to furnish these bonds.

   b. Supplementary Payments is amended by the addition of the following:

      (7) We will pay all expenses incurred by an "insured" for first aid to others at the time of an "accident".

      (8) At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.

3. The FELLOW EMPLOYEE exclusion is replaced by the following:

   "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

4. The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

B. CHANGES IN CONDITIONS

OTHER INSURANCE is changed as follows:

a. If you are other than an "auto" dealer or repairer, LIABILITY COVERAGE applies to and is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and owned by an "auto" dealer or repairer.

b. If you are an "auto" dealer or repairer, LIABILITY COVERAGE is excess for an "auto" you own if operated by a customer to whom you have loaned the "auto".

C. CHANGES IN AUTO MEDICAL PAYMENTS COVERAGE

Exclusion **C.8.** does not apply.

Copyright, Insurance Services Office, Inc., 1997

004936

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

For a covered "auto" licensed or principally garaged in Georgia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The **Expected Or Intended Injury** Exclusion is replaced by the following:

   This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

   However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

B. Changes In Physical Damage Coverage

1. If collision coverage is provided, the collision coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the collision insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The "Diminution In Value" exclusion does not apply.

C. Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:

If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

D. Paragraph **2.a.** of **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive prompt notice of the "accident" or "loss". Include:

   (1) How, when and where the "accident" or "loss" occurred;

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

E. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any "loss" or damage in any case of:

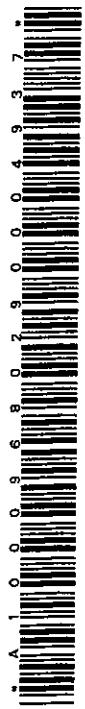
1. Concealment or misrepresentation of a material fact; or
2. Fraud

committed by you or any other "insured", at any time, and relating to coverage under this policy.

© ISO Properties, Inc., 2004

F. The last sentence in the **Appraisal For Physical Damage Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms and the **Appraisal** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We do not waive any of our rights under this policy by agreeing to an appraisal.



© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. For a covered "auto" subject to the Michigan no-fault law, Liability Coverage does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.
2. Paragraph **a.(2)(d)(i)** and **(ii)** of the **Who Is An Insured** Provision in the Garage Coverage Form is replaced by the following:

   Your customers, if your business is shown in the Declarations as an "auto" dealership, but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

B. Changes In Physical Damage Coverage

Any Physical Damage Coverage and any Rental Reimbursement Coverage provided by the policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

C. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Truckers, Motor Carrier and Garage Coverage Forms is amended to:
   a. Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this Condition.
   b. Add the following paragraph:

      Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.
2. The **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is amended to:
   a. Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this Condition.
   b. Add the following paragraph:

      Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES IN POLICY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, New Hampshire, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

PART I – STATUTORY CHANGES

Part I of this endorsement changes the liability coverage of the coverage part. These changes are made to comply with Chapter 264 of the New Hampshire Revised Statutes.

CHANGES IN LIABILITY COVERAGE

1. For "auto" "accidents" occurring in New Hampshire, **Liability Coverage** on a covered "auto" applies to the operation of (or presence in) any other "auto". The following are "insureds":
   a. You, if you are an individual and the owner of a covered "auto" (or if husband and wife, either or both of whom own the covered "auto").
   b. Your spouse if a resident of your household.
   c. A private chauffeur or domestic servant, while engaged in employment by you or your spouse.

   The coverage applies only if the other "auto" is not owned by you, your spouse or the chauffeur or servant.
2. Liability Coverage provided by Part I of this endorsement is excess to any other collectible liability coverage.
3. The limit of liability for the coverage provided by Part I of this endorsement is the limit of liability required by the New Hampshire Financial Responsibility Law. The limit does not apply in addition to the limit of liability provided by the coverage part for use of "autos" you don't own.

PART II – ADDITIONAL CHANGES

A. Changes In Liability Coverage

1. The **Who Is An Insured** provision is replaced by the following:

   WHO IS AN INSURED

   The following are "insureds":
   a. You, your executives and partners (if you are a partnership), or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".
   b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
      (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
      (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
      (3) Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured"

© ISO Properties, Inc., 2004

004938

only if that "auto" is a "trailer" connected to a covered "auto" you own.

2. The Care, Custody Or Control Exclusion relating to property owned or transported by the "insured", or in the "insured's" care, custody or control does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

3. The following exclusion is added:

   This insurance does not apply to:

   Any "insured" for "bodily injury" or "property damage" arising out of the operation of any vehicle by that "insured" and while that "insured's" driver's license is under suspension or revocation.

   However, this exclusion does not apply:

   a. For amounts up to the minimum limits of liability required by the New Hampshire Financial Responsibility Law; or

   b. If the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

B. Changes In Physical Damage Coverage

1. If the coverage part provides Comprehensive Coverage, no deductible applies to "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".

2. Any Collision Coverage Deductible shown in the Declarations does not apply if the "loss" is caused by an "uninsured motor vehicle" and the operator of the "uninsured motor vehicle" has been positively identified and is solely at fault.

C. Changes In Auto Medical Payments Coverage

1. Exclusion **C.2.** is replaced by the following:

   This insurance does not apply to:

   2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by you or furnished or available for your regular use.

2. Exclusion **C.3.** is replaced by the following:

   This insurance does not apply to:

   3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by or furnished or available for the regular use of any "family member".

3. Exclusion **C.5.** relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" applies only if workers' compensation benefits are available or required.

4. The following exclusion is added:

   This insurance does not apply to:

   "Bodily injury" sustained by an "insured":

   a. While that "insured" is operating any "auto"; and

   b. While that "insured's" driver's license is suspended or revoked.

   However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Paragraph **D. Limit Of Insurance** is replaced by the following:

   Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit of Insurance for Auto Medical Payments Coverage shown in the Declarations.

   No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form or any Uninsured Motorists Coverage provided by this policy for damages caused by an accident with an "underinsured motor vehicle".

D. Additional Definitions

As used in this endorsement:

"Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which the sum of all liability

© ISO Properties, Inc., 2004

bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as a result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Colorado, the policy is changed as follows:

A. Changes In Conditions

The last paragraph in the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:

1. All applicable policies will pay on an equal basis until the policy with the lowest limit of insurance is exhausted.
2. If any loss remains and there:
   a. Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph **1.**; or
   b. Is one remaining policy, then such policy will continue to pay until its limit of insurance has been exhausted.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUERTO RICO CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION II – LIABILITY COVERAGE – COMPLIES WITH THE COMPULSORY PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT".

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Puerto Rico, the coverage form is changed as follows:

A. Changes In Liability Coverage

1. The second paragraph of **Coverage** is replaced by the following:

   We have the right and duty to defend any "suit" asking for these damages. This applies even if the "suit" is groundless, false or fraudulent. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Liability Coverage does not apply to the extent that the "insured" is exempted from liability because of the Puerto Rico Automobile Accident Social Protection Act.

3. The following exclusion is added to Liability Coverage:

   We will not pay for "property damage" to any vehicle that is not insured for compulsory property damage liability coverage to the extent of the limit of liability required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act".

4. The Limit Of Insurance Provision is amended by the addition of the following paragraph:

   With respect to "accidents" occurring in Puerto Rico, we will first apply the limit of liability to provide the limit required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act". However, this provision will not change our total limit of liability.

B. Changes In Medical Payments Coverage

Medical Payments Coverage does not apply to the extent that coverage is available under the Puerto Rico Automobile Accident Social Protection Act.

C. Changes In Uninsured Motorists Coverage

An "insured" will not be required to arbitrate disputed claims. This Coverage shall be reduced by any amounts available under the Puerto Rico Automobile Accident Social Protection Act.

D. Changes In Conditions

1. The following provision is added:

   CONTINUATION OF COMPULSORY PROPERTY DAMAGE LIABILITY COVERAGE

   If we cancel or nonrenew this policy, or if you cancel or do not accept an offer to renew or continue this policy, as provided in the Cancellation Common Policy Condition, the compulsory property damage liability coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act" must be continued for each of your covered "autos" described in the Declarations, until the date of expiration of each of your covered "auto's" license. In this event:

   a. The provisions of this policy will no longer apply; and

   b. The provisions of the Compulsory Liability Insurance Policy attached to this policy will become effective.

Copyright, Insurance Services Office, Inc., 1997

004940

2. Compulsory property damage liability coverage will not be provided in **1.** above if:

   a. Your covered "auto" is a total loss and therefore unable to cause any damage on the public roads and you provide to us the corresponding certification issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has a scrap lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department or;

   b. Your covered "auto" is exported from Puerto Rico and you provide us the corresponding certification, issued by the Puerto Rico Department of Transportation and Public Works to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has an exportation lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

   c. You obtain similar or broader "property damage" liability coverage on your covered "auto".

3. The **Cancellation Common Policy Condition** is replaced by the following:

   a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

   b. We may cancel the policy by mailing you at least 10 days notice at the last address you have informed us of in writing or, otherwise, at the address shown in this policy. Proof of mailing of any notice will be sufficient proof of notice.

   c. The effective date of cancellation stated in the notice shall become the end of the policy period subject to the terms of Paragraphs **1.** and **2.**, above.

   d. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata. Unless cancellation is due to the reasons stated in Item **2.** above, unearned premium does not include any amount attributable to the premium paid for the Compulsory Property Damage Liability Coverage issued upon cancellation or nonrenewal.

4. **Legal Action Against Us** is replaced by the following:

   No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

5. The first sentence of **Appraisal For Physical Damage Loss** in the Business Auto, Garage and Truckers Coverage Forms, is replaced by the following:

   If you and we fail to agree as to the amount of "loss," you (but not we) may demand an appraisal of the "loss".

6. The first sentence of **Appraisal** in the Business Auto Physical Damage Coverage Form is replaced by the following:

   If you and we fail to agree as to the amount of "loss", you (but not we) may demand an appraisal of the "loss".

7. The following condition is added:

   TRANSFER OF YOUR INTEREST IN THE POLICY

   Your rights and duties under this policy may not be assigned without our written consent. However:

   a. If you transfer ownership of your covered "auto"; and

   b. The new owner neither has nor obtains property damage liability coverage similar or broader than the coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act";

   then the compulsory property damage liability coverage provided under Section **II** of this policy for that vehicle is automatically assigned to the new owner. We will issue a Compulsory Liability Insurance Policy to provide this coverage. No other coverage provided by this policy is assigned to the new owner. You must notify us of any transfer of ownership of your covered "auto" within ten (10) days of such transfer.

Copyright, Insurance Services Office, Inc., 1997

8. The following provision is added:

SETTLEMENT OF CLAIMS

Settlement of claims, to the extent of the limit of liability and coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act", will be made, whenever applicable, in agreement with the diagrams mentioned in article No. 7 of the Initial Liability Determination System adopted in accordance with the mentioned Act.

Notwithstanding the previously mentioned, payments for other coverage afforded under this policy, in addition to the payments resulting from the application of the mentioned diagrams, will be made by us, in accordance with the applicable coverage, up to the limits established in the same.

In the case that the above mentioned diagrams are not applicable, payments for coverage afforded under this policy will be made by us, in accordance with the applicable coverage up to the limits established in the same.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A. Coverage of Section II – Liability Coverage** is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph **A.2. Coverage Extensions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraphs **a.(3)**, **a.(5)** and **a.(6)** of **Supplementary Payments** are replaced by the following:

   a. Supplementary Payments

   In addition to the Limit of Insurance, we will pay for the "insured":

   (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

   (5) All costs taxed against the "insured" in any "suit" we defend.

   (6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

   a. Supplementary Payments

   In addition to the Limit of Insurance, we will pay for the "insured":

   (7) Prejudgment Interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

C. Paragraph **A.2.b.(1)** of **Section II – Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

D. Paragraph **B. Exclusions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability Exclusion** is replaced by the following:

   "Bodily Injury" to:

   a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or

© ISO Properties, Inc., 2003

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

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

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

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

E. Paragraph **C. Limit Of Insurance** of Section **II** is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

(a) $25,000 for "bodily injury" to any one person caused by any one "accident"; and

(b) Subject to **2.(a)** above, $50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

(c) $20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

F. The **Business Auto Conditions** of Section **IV** are amended as follows:

1. Paragraph **A.1. Appraisal For Physical Damage Loss** is replaced by the following:

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss". If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Paragraph **A.2.b.(3)** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:

b. Additionally, you and any other involved "insured" must:

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

3. Paragraph **A.2.c.** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of

© ISO Properties, Inc., 2003

004942

your expenses for payment in the settlement claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

4. Paragraph **A.4.** of the **Loss Payment – Physical Damage Coverages Condition** is replaced by the following:

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

(1) The applicable sales and use tax for the damaged or stolen property;

(2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto", and

(3) Any applicable general average, salvage or disposal charges.

5. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

6. Paragraph **B.5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

7. Paragraph **B.8.** of the **Two Or More Coverage Forms Or Policies Issued By Us** Condition is deleted.

G. Section V – Definitions is amended as follows:

1. The "Covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.

3. The definition of "Suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

H. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.

2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Wisconsin, the coverage form is changed as follows:

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. If your business is other than selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by WIS. STAT. Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
   a. $60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
   b. $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.
2. If your business is selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include anyone other than an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by WIS. STAT. Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
   a. $60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
   b. $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.
3. The following is added to **Who Is An Insured:**

   Anyone else is an "insured" while using a covered "auto" you own with your or any adult "family member's" permission.
4. The Garage Coverage Form is changed as follows:
   a. Paragraph **a.(2)(d)(i)** of the **Who Is An Insured** Provision is replaced by the following:

      Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to $60,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15.
   b. Paragraph **a.(2)(d)(ii)** of the **Who Is An Insured Provision** is replaced by the following:

      Has other available insurance (whether primary, excess or contingent), less than the applicable minimum limit for "bodily injury" or "property damage" liability specified by WIS. STAT. Section 344.15, they are an "insured" only for the amount by which the applicable minimum limit of

 Copyright, Insurance Services Office, Inc., 1997

liability exceeds the limit of their other insurance. The applicable minimum limit is:

(1) $60,000 for each "accident" for "bodily injury" or "property damage", if the limit of liability is a single limit that applies for each "accident"; or

(2) $25,000 for each person/$50,000 for each "accident" for "bodily injury"/$10,000 for "property damage", if the limit of liability is indicated as a split limit.

5. The **Fellow Employee** Exclusion does not apply if the "bodily injury" results from the use of covered "auto" you do not own or lease.

B. Changes In Medical Payments Coverage

1. Medical services also includes chiropractic services.
2. The Transfer Of Rights Of Recovery Against Others To Us Condition applies.

C. Changes In Conditions

1. The first sentence of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   We have no duty to provide coverage under this policy if failure to comply with the following duties is prejudicial to us:

   In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representatives notice as soon as reasonably possible of the "accident" or "loss".

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

   We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

3. The Legal Action Against Us Condition does not apply.

4. The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

   No oral or written statement, representation or warranty made by the "insured" or in his behalf in the negotiation for or procurement of this coverage form shall be deemed material or defeat or void this coverage form, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the "loss" and no breach of a warranty in this coverage form shall defeat or void this coverage form unless the breach of such warranty increased the risk at the time of "loss", or contributed to the "loss", or existed at the time of the "loss".

   Our authorized representative's knowledge will be considered our knowledge. If our authorized representative knows before an "accident" or "loss" something which violates a policy condition, this will not void the policy or defeat a recovery for a claim.

   If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

5. The following is added:

   CONFORMITY TO STATUTE OR RULE

   Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

   The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Sec. 227.11(2) and published in the Wisconsin Administrative Code.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Idaho, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Conditions

The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carriers Coverage Forms are revised by the addition of the following:

1. When this coverage form and any other coverage form or policy providing liability insurance apply to a "loaned vehicle" and:
   - **a.** One provides coverage to a licensed seller or dealer; and
   - **b.** The other provides coverage to a person not engaged in that business; and
   - **c.** At the time of an "accident" a person covered by a coverage form described in Paragraph **1.b.** is operating a "loaned vehicle" owned by the business described in Paragraph **1.a.**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **1.a.** is excess over any insurance available to that person.

B. Additional Definitions

As used in this endorsement:

"Loaned vehicle" means a motor vehicle which is provided for temporary use without charge to the operator by a licensed seller or dealer for the purpose of demonstrating the vehicle to the operator as a prospective purchaser, or as a convenience to the operator during the repairing or servicing of a motor vehicle for the operator, regardless of whether such repair or service is performed by the owner of the loaned vehicles or by some other person or business.

Copyright, Insurance Services Office, Inc., 2000

004944

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

For a covered "auto" licensed in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BROADENED COVERAGE – GARAGES ENDORSEMENT
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The following is added to the **Pollution Exclusion** in the Business Auto, Truckers and Motor Carrier Coverage Forms and to **Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"** and **Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"** in the Garage Coverage Form:

   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

2. If the Broadened Coverage – Garages Endorsement is attached, then Exclusion **B.1.b.** in the Broadened Coverage – Garages Endorsement is revised by the addition of the following:

   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

3. If the Personal Injury Liability Coverage – Garages Endorsement is attached, then Exclusion **B.1.h.** in the Personal Injury Liability Coverage – Garages Endorsement is revised by the addition of the following:

   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

B. Changes In Conditions

Other Insurance in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

1. When two coverage forms providing liability coverage apply to an "auto" and:
   a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos", and
   b. The other provides coverage to a person not engaged in that business, and
   c. At the time of an "accident" a person described in **1.b.** is operating an "auto" owned by the business described in **1.a.**, then that person's liability coverage is primary and the coverage form issued to a business described in **1.a.** is excess over any coverage available to that person.
2. When two coverage forms providing liability coverage apply to an "auto" and:
   a. One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing "autos", and
   b. The other provides coverage to a person not engaged in that business, and
   c. At the time of an "accident" an "insured" under the coverage form described in **2.a.** is operating an "auto" owned by a person described in **2.b.**, then the liability coverage form issued to the business described in **2.a.** is primary and the coverage form issued to a person described in **2.b.** is excess over any coverage available to the business.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **1.b.(3)** of the **Who Is An Insured** provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and Paragraph **3.a.(2)(c)** of the **Who Is An Insured** provision in the Garage Coverage Form do not apply.
2. Our **Limit Of Insurance** applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:
   a. $20,000 for "bodily injury" to any one person caused by any one "accident",
   b. $40,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $15,000 for "property damage" caused by any one "accident".

   This provision will not change our total **Limit Of Insurance**.

B. Changes In Physical Damage Coverage

The **Limit Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment if:

1. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
2. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed $500.

C. Changes In Conditions

The **Other Insurance** Condition in the Business Auto Coverage Form, and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carriers Coverage Forms, is changed by the addition of the following:

Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

1. The "auto" is owned or held for sale or lease by a new or used vehicle dealership;
2. The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph **1.** while your "auto" is being repaired or evaluated; and
3. The Limit of Insurance for Liability Coverage under this policy is at least:
   a. $100,000 for "bodily injury" to any one person caused by any one "accident",
   b. $300,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $50,000 for "property damage" caused by any one "accident".

© ISO Properties, Inc., 2002

004945

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. For coverage and limits required by the Kansas Financial Responsibility law, **Exclusions** is changed as follows:
   a. The **Workers' Compensation** Exclusion is replaced by the following:

      Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or any similar law.

   b. The **Employee Indemnification And Employers'** Liability Exclusion is replaced by the following:

      This coverage does not apply to "bodily injury" to any "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment by the "insured" or while performing duties related to the conduct of the insured's business if benefits are required or available for the "employee" under any workers' compensation or disability benefits law or under any similar law. This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

   c. The **Care, Custody Or Control** Exclusion is replaced by the following:

      This coverage does not apply to "property damage" to property owned by, rented to, or in charge of or transported by an "insured". However, this exclusion does not apply to "property damage" to a rented residence or private garage or to liability assumed by the "insured" under a sidetrack agreement.

   d. The **Racing** Exclusion, if contained in the coverage form, does not apply.

   e. The exclusion relating to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants does not apply if the discharge, dispersal, release or escape is sudden and accidental.

2. Our **Limit Of Insurance** applies except that we will apply the limit shown in the declarations to first provide the separate limits required by Kansas law as follows:
   a. $25,000 for "bodily injury" to any one person caused by any one "accident".
   b. $50,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $10,000 for "property damage" caused by any one "accident".

   This provision will not change our limit of insurance.

B. Changes In Physical Damage

1. The "Diminution In Value" exclusion does not apply.
2. The Limit of Insurance provision with respect to repair or replacement resulting in better than like kind or quality in any coverage form or endorsement does not apply.

C. Changes In Conditions

1. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

© ISO Properties, Inc., 2000

We will not pay in any case of fraud by you at any time as it relates to this Coverage Form. We will also not pay if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. An insurance application, rating, claim or coverage under this Coverage Form.

2. The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

If you and we disagree on the amount of the "loss" either party may make a written request for an appraisal of the "loss". **However an appraisal will be made only if both you and we agree, voluntarily to have the loss appraised**. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraiser and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will be binding.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, South Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Physical Damage Coverage

The Limit of Insurance provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment from the amount we pay for the "loss" only if the repair or replacement results in an increase in the fair market value of the vehicle.

Betterment as used in this provision means the difference between:

a. The fair market value of the vehicle before the "loss"; and

b. The fair market value of the vehicle after repair or replacement.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos

The following is added to Paragraph **C.** Certain Trailers, Mobile Equipment And Temporary Substitute Autos of Section **I** – Covered Autos:

If Collision Coverage is provided by the Coverage Form, any "auto" you do not own which is loaned to you as a temporary substitute for a covered "auto" you own that is out of use because of its breakdown, repair or servicing by a person, firm or corporation engaged in the business of selling, repairing and servicing "autos" is a covered "auto" for Collision Coverage.

B. Changes In Liability Coverage

The following Liability Coverage Exclusions of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms apply only to the extent that the limits of liability for such coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act:

a. Expected or Intended Injury;

b. Care, Custody or Control;

c. Pollution; and

d. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos".

C. Changes In Physical Damage Coverage

No deductible applies under Comprehensive Coverage to "loss" to:

a. Glass used in the windshield, doors and windows; and

b. Glass, plastic or any other material used in lights required on an automobile by Chapter 189 of Kentucky Revised Statutes.

All other Physical Damage Coverage Provisions apply.

D. Changes In Conditions

1. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms, is changed by adding the following:

   a. For a temporary substitute for an "auto" you own which is out of use because of its breakdown, repair or servicing, if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing and servicing "autos", Liability and Collision Coverage provided by this form shall be primary in the event of an "accident" caused by the negligence of the "insured".

   b. If you are engaged in the business of selling, repairing and servicing "autos", then for any "auto" you own, which is loaned to a customer, with or without consideration, as a temporary substitute for an "auto" owned by the customer which is out of use because of its breakdown, repair or servicing, Liability and Collision Coverage provided by this form shall be excess in the event of an "accident" caused by the negligence of the customer.

2. The **Concealment, Misrepresentation Or Fraud** Condition is amended by the addition of the following:

   However, once an "accident" has occurred while this Coverage Form is in effect, this condition does not apply to the liability coverage provided by this Coverage Form, except that we will provide liability coverage only up

© ISO Properties, Inc., 2002

004947

to the minimum limits of liability required by the Kentucky Motor Vehicle Reparations Act if you, or any other "insured", intentionally conceal or misrepresent a material fact, or commit fraud, in obtaining this policy.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Carolina, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:
   a. $30,000 for "bodily injury" to any one person caused by any one "accident";
   b. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
   c. $25,000 for "property damage" caused by any one "accident".

   This provision will not change the limit of insurance.
2. If the policy provides Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:
   a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
   b. The temporary substitute must be owned by someone other than you or a member of your household.
   c. The temporary substitute must be with the permission of the owner.
   d. The Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph **A.3., Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles,** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;
b. "Loss" caused by hitting a bird or animal; and
c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

C. Changes In Uninsured Motorists Coverage

The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina Law as follows:

1. $30,000 for "bodily injury" to any one person caused by any one "accident";
2. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. $25,000 for "property damage" caused by any one "accident".

This provision will not change the total limit of insurance.

Copyright, ISO Properties, Inc., 2000

D. Auto Medical Payments Coverage

Exclusion **C.5.** of Auto Medical Payments Coverage, relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the limit of insurance.

F. Changes In Conditions

1. Paragraph **2.** of the **Cancellation Common Policy** Condition is replaced by the following:

We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

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

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

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

(1) Expiration of the policy term; or

(2) Anniversary date,

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

(a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

(b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.

(d) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

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

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

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

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

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

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

We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days notice at the last address known to us:

(1) Nonpayment of premium.

(2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

(3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".

(4) This policy is cancelled pursuant to a power of attorney given a company li-

Copyright, ISO Properties, Inc., 2000

censed according to the provisions of G.S. 58-56.

To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provisions are added and supersede any other provisions to the contrary:

G. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
   a. Expiration of the policy if it has been written for one year or less; or
   b. Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.
2. We need not mail or deliver the notice of nonrenewal if you have:
   a. Insured property covered under this policy under any other insurance policy;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal of this policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The written notice of cancellation or nonrenewal will:
   a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
   b. State the reason or reasons for cancellation or nonrenewal.
5. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

H. Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

1. Nonpayment of premium.
2. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
3. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".
4. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.
5. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

I. Common Policy Condition B. Changes, is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. Loss Condition **1, Appraisal For Physical Damage Loss,** is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision, in writing, agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and
b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

K. Changes In General Conditions

Paragraph **2.** of the **Concealment, Misrepresentation Or Fraud** General Conditions is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

Copyright, ISO Properties, Inc., 2000

004949

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Hawaii, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The lead-in to Paragraph **A.1.b.** of the **Who Is An Insured** Provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and the lead-in to Paragraph **A.3.a.(2)** of the **Who Is An Insured** Provision in the Garage Coverage Form are replaced by the following:

   Anyone else is an "insured" while using a covered "auto" you own, hire or borrow with a reasonable belief that such "insured" is entitled to do so except:

B. Changes In Conditions

1. The **Legal Action Against Us** Condition is replaced by the following:

   No action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this coverage.

   No action may be brought against us more than 2 years after the latest of the following:

   a. The date of the "auto" "accident";

   b. Our last payment;

   c. The entry of a final order in arbitration;

   d. The entry of final judgment in, or dismissal with prejudice of, a tort action arising from a motor vehicle "accident", where a cause of action for insurer bad faith arises out of the tort action; or

   e. Payment of liability coverage for underinsured motorists coverage claims.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form:

   When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

   a. One provides coverage to a Named Insured engaged in the business of renting or leasing "autos"; and

   b. The other provides coverage to a person not engaged in the business, and

   c. At the time of an "accident", a person described in Paragraph **b.** is operating an "auto" owned by the business described in Paragraph **a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **a.** is excess over any coverage available to that person, provided:

   (1) The insurer providing liability coverage to a person described in Paragraph **b.** responds to a claim or "suit", and

   (2) The "auto" is rented, leased, or offered for rent or lease from a business described in Paragraph **a.** to a customer for a period of six months or less.

3. The following Condition is added:

   Conflict of Provisions

   In the event that there is a conflict between the provisions of this policy or endorsements attached and the Hawaii Motor Vehicle Insurance Law, such law shall take precedence over the provisions of the policy or endorsements.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of Insurance Services Office, Inc., 2001
Used with its permission

C. Changes In Definitions

The following is added to the **Definitions** Section of the Business Auto, Garage, Motor Carrier and Truckers Coverage Form:

"Family member" means a person who is a resident of the Individual Named Insured's household and is either:

1. Related to such Named Insured by blood, marriage or adoption. This includes a ward or foster child; or
2. Registered with the Director of Health as a reciprocal beneficiary.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of Insurance Services Office, Inc., 2001
Used with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Physical Damage Coverage** is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** Provisions will apply.
3. Paragraph **1.** of **Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

   1. Appraisal For Physical Damage Loss

   If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

B. The following Condition is added to the **General Conditions**:

B. Mediation

1. In any claim filed by an "insured" with us for:

   a. "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

   b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or

   c. "Loss" to a covered "auto" or its equipment, in any amount.

   either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:

   a. Why mediation is being requested.

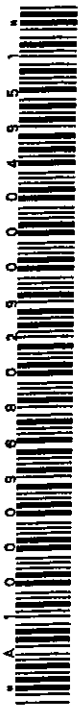
   b. The issues in dispute, which are to be mediated.

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within

© ISO Properties, Inc., 2002

45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES IN BUSINESS AUTO, TRUCKERS AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or garaged in Vermont, the Business Auto, Truckers and Motor Carrier Coverage Forms are changed as follows:

A. CHANGES IN LIABILITY COVERAGE

The following is added to LIMIT OF INSURANCE:

If judgment is rendered against you and we continue the "suit" by appeal or otherwise, no limitation of liability in this policy shall be valid unless you agree to such continuation.

B. CHANGES IN CONDITIONS

1. The following is added to LEGAL ACTION AGAINST US:

   Under LIABILITY COVERAGE, payment of any judicial judgment or claim by you for any of our liability shall not bar you from any action or right of action against us.

   The following is also added to LEGAL ACTION AGAINST US:

   However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal for Physical Damage Loss Condition.

2. The CANCELLATION Common Policy Condition is amended by the addition of the following:

   We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

   Cancellation ends this agreement as to the loss payee's interest. If we cancel this policy, we will:

   a. mail you and the loss payee named in the policy the same advance notice; and

   b. use the same method of mailing to notify you and the loss payee named in the policy.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. CHANGES IN LIABILITY INSURANCE

The LIMIT OF INSURANCE provision is changed by adding the following:

Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

B. CHANGES IN CONDITIONS

1. The OTHER INSURANCE condition in the BUSINESS AUTO and GARAGE COVERAGE FORMS and the OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the TRUCKERS and MOTOR CARRIER COVERAGE FORMS is changed by adding the following:

   When two policies providing liability coverage apply to an "auto" and:

   a. One provides coverage to a named insured who is an authorized motor vehicle dealer, and

   b. The other provides coverage to a person not engaged in that business, and

   c. At the time of an "accident" a person described in **b.** is operating the "auto," then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:

   (1) The person is operating the "auto" with the permission of the dealer, and

   (2) The change in financial responsibility is evidenced by a release signed by the person operating the "auto" and

   (3) No fee or lease charge has been made by the dealer for the use of the "auto."

2. Paragraph **c.(2)** of the DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS Condition is amended to read as follows:

   (2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

Copyright, Insurance Services Office, Inc., 1993

004952

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES

For a covered "auto" licensed or principally garaged in Maine, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Conditions

The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The Employee Indemnification And Employer's Liability Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced with the following:

   This insurance does not apply to "bodily injury" to:

   a. An "employee" of the insured arising out of and in the course of:

      (1) Employment by the "insured"; or

      (2) Performing duties related to the conduct of the "insured's" business; or

   b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

2. The **Liquor Liability** Exclusion in the Garage Coverage Form is replaced by the following:

   17. Liquor Liability

   "Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

   a. Causing or contributing to the intoxication of any person;

   b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

   This exclusion applies only if you are the owner or lessor of premises that are used in part for the following purposes:

   (1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:

      (a) Requires a license; or

      (b) Requires a banquet permit, as permit is defined in Wash. Rev. Code Ann. Sec. 66.04.010 (19); or

      (c) Is for the purpose of financial gain or livelihood; or

   (2) Serving or furnishing alcoholic beverages without a charge, if:

      (a) A license is required for such activity; or

      (b) A banquet permit, as permit is defined in Wash. Rev. Code Ann. Sec. 66.04.010

© ISO Properties, Inc., 2003

004953

(19), is required for such activity.

B. Changes In Physical Damage Coverage

1. The lead-in to Paragraph **B.1.** is replaced by the following:

   We will not pay for "loss" caused directly or indirectly by any of the following:

2. The Limit of Insurance provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

   3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:

      a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or

      b. The amount which the resale value of the "auto" is increased from the repair or replacement.

3. The following is added to Paragraph C. Limit Of Insurance:

   We will not pay for a loss which is paid under Underinsured Motorists Coverage.

C. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

   a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

   b. We are entitled to a recovery only after the person or organization has been fully compensated for damages by another party.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

I. Changes In Conditions

A. For a covered "auto" licensed in, or "Garage Operations" conducted in, Nevada, the **Other Insurance Condition** is changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an "auto" and:

a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos", and

b. The other provides coverage to a person not engaged in that business, and

c. At the time of an "accident" a person described in **1.b.** is operating the "auto", then

that person's liability insurance is primary and the Coverage Form issued to a business described in **1.a.** is excess over any insurance available to that person.

2. When two Coverage Forms providing liability coverage apply to an "auto" and:

a. One provides coverage to a named insured engaged in the business of repairing or servicing "autos", and

b. The other provides coverage to a person not engaged in that business, and

c. At the time of an "accident" a person described in **2.b.** is operating an "auto" owned by the business described in **2.a.** as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in **2.a.**, then

that person's liability coverage is primary and the Coverage Form issued to the business described in **2.a.** is excess over any insurance available to that person.

B. The Conditions Provision is amended as follows:

The **Transfer Of Rights Of Recovery Against Others To Us** Provision does not apply to Medical Payments.

II. Anti-Stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

Exclusions **2.** and **3.** in the Auto Medical Payments Coverage Endorsement are replaced by the following:

2. "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.

3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".

The first paragraph of the **Limit Of Insurance** Provision in **Section II – Liability Coverage** in the Business Auto Coverage Form and Truckers Coverage Form is replaced by the following:

© ISO Properties, Inc., 2000

004954

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first four paragraphs of the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

1. AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS"

FOR "GARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES INVOLVING "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" CONSIST OF DAMAGES RESULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOS", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT:

a. "PERSONAL INJURY" LIABILITY COVERAGE;

b. "PERSONAL AND ADVERTISING INJURY" LIABILITY COVERAGE;

c. HOST LIQUOR LIABILITY COVERAGE;

d. FIRE LEGAL LIABILITY COVERAGE;

e. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE;

f. NON-OWNED WATERCRAFT COVERAGE;

g. BROAD FORM PRODUCTS COVERAGE.

DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS".

SUBJECT TO THE ABOVE, THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ALL "BODILY INJURY" AND "PROPERTY DAMAGE" RESULTING FROM ANY ONE "ACCIDENT" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first two paragraphs of the **Limit Of Insurance – "Garage Operations" – Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

2. LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS"

FOR "ACCIDENTS" RESULTING FROM "GARAGE OPERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE

© ISO Properties, Inc., 2000

EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS".

The **Limit Of Insurance** Provision in the Auto Medical Payments Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

Paragraph 1. of the **Limit Of Insurance And Deductible** Provision in the Garagekeepers Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE AND DEDUCTIBLE

1. REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION MINUS THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY COLLISION: AND

a. THEFT OR MISCHIEF OR VANDALISM; OR

b. ALL PERILS.

The **Limit Of Insurance** Provision in the Farm Labor Contractors Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE LIMIT OF INSURANCE IS AS FOLLOWS:

a. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" TO ANY ONE PERSON CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH PERSON".

b. SUBJECT TO THE LIMIT FOR "EACH PERSON", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH ACCIDENT".

c. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "PROPERTY DAMAGE" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "PROPERTY DAMAGE" LIABILITY SHOWN IN THE DECLARATIONS.

The **Limit Of Insurance** Provision in the Garage Locations and Operations Medical Payments Insurance Endorsement is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, OR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS.

The following is added to the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** for the Personal Injury Liability Coverage – Garages Endorsement:

SUBJECT TO THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN "AUTO" AND REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF ALL "PERSONAL INJURY"

© ISO Properties, Inc., 2000

004955

SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL INJURY LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THE PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT.

Paragraph **8.** of General Condition in the Business Auto Coverage Form, Truckers Coverage Form, and Garage Coverage Form is replaced by the following:

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLY TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY ISSUED BY US OR AN AFFILIATED COMPANY SPECIFICALLY TO APPLY AS EXCESS INSURANCE OVER THIS COVERAGE FORM.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Common Policy** Conditions are amended as follows:

The Examination Of Your Books And Records applies except that the time we have to examine your records after the policy period is changed from three years to one year.

B. The third paragraph of **A. Coverage** in **Section II – Liability Coverage**, of the Business Auto, Motor Carrier, and Truckers Coverage Forms is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

C. The **Coverage Extensions** of **Section II – Liability Coverage** of the Business Auto, Truckers, and Motor Carrier Coverage Forms are amended as follows:

2. Coverage Extension

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **C. Limit Of Insurance** in **Section II – Liability Coverage** of the Business Auto, Motor Carrier, and Truckers Coverage Forms is revised by the addition of the following:

We will apply the Limit of Insurance for Liability Coverage shown in the Declarations to provide separate limits required by law for bodily injury liability and property damage liability. However, this provision will not change our total Limit of Insurance.

E. Paragraph **A.2. of Section III – Trailer Interchange Coverage** in the Motor Carrier and Truckers Coverage Forms is replaced by the following:

We have the right and duty to defend any "insured against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

F. Paragraph **A.3. Coverage Extensions of Section III – Trailer Interchange Coverage** in the Motor Carrier and the Truckers Coverage Forms is revised by the addition of the following:

(f) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

G. The Conditions are amended as follows:

1. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

a. Our rights under this condition with respect to all coverages other than Liability Coverage do not apply against a person who is 21 years of age or older who:

© ISO Properties, Inc., 2000

(1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

(2) Sold, bartered, furnished or gave to, or purchased alcohol beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

b. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

c. With respect to Physical Damage, if you have received less than all of your deductible amount after a subrogation settlement or judgment, you will retain your right to recover the remaining portion of the deductible from parties liable for the "loss".

d. Our rights do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

2. Concealment, Misrepresentation Or Fraud does not apply to Liability Coverage.

However, we will not pay for any "loss" or damage in any case of fraud by you at any time as it relates to this Coverage Form. We will not pay for any "loss" or damage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. The **Appraisal For Physical Damage** Loss Condition in the Business Auto, Motor Carrier And Truckers Coverage Forms and the **Appraisal** Condition in the Business Auto Physical Damage Coverage Form are replaced by the following:

If you and we disagree on the amount of "loss", and the disputed amount is:

a. $10,000 or less, both parties must submit to appraisal;

b. More than $10,000, either party may demand an appraisal of the "loss".

In the event of an appraisal, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

4. The lead-in wording of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier, and Truckers Coverage Forms is replaced by the following:

The following duties apply:

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, New Mexico, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability

1. The Care, Custody Or Control Exclusion **B.6.** contained in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:

   "Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to:

   a. Liability assumed under a sidetrack agreement; or

   b. "Property damage" to or "covered pollution cost or expense" involving a motor vehicle you do not own if it is loaned:

   (1) Without a fee to the "insured" by a licensed automobile dealer for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle; or

   (2) With a fee to the "insured" by a licensed automobile dealer or with or without a fee by anyone else for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle and the vehicle is provided under a written statement, signed by the "insured", which contains the following language:

   PRIMARY LIABILITY ASSIGNMENT

   In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

2. The Care, Custody Or Control Exclusion **B.6.** contained in the Garage Coverage Form is replaced by the following:

   "Property damage" to or "covered pollution cost or expense" involving:

   a. Property owned, rented or occupied by the "insured";

   b. Property loaned to the "insured";

   c. Property held for sale or being transported by the "insured"; or

   d. Property in the "insured's" care, custody or control.

   But this exclusion does not apply to:

   a. Liability assumed under a sidetrack agreement; or

   b. "Property damage" to or "covered pollution cost or expense" involving a motor vehicle you do not own if it is loaned:

   (1) Without a fee to the "insured" by a licensed automobile dealer for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle; or

© ISO Properties, Inc., 2001

004957

(2) With a fee to the "insured" by a licensed automobile dealer or with or without a fee by anyone else for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle and the vehicle is provided under a written statement, signed by the "insured", which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

B. Changes In Conditions

1. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms:

   When this Coverage Form and any other coverage form or policy providing liability coverage apply to an "auto" and:

   a. One coverage form or policy provides coverage to a Named Insured who is a licensed automobile dealer, and

   b. The other coverage form or policy provides coverage to a person who is not engaged in that business, and

   a person described in Paragraph **b.** is operating an "auto" owned by the business described in Paragraph **a.** which was loaned without a fee to that person for demonstration purposes, as a temporary substitute for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle, then the liability insurance provided by that person's coverage form or policy is primary and the liability insurance provided by the coverage form or policy issued to a business described in Paragraph **a.** is excess.

2. General Conditions Paragraph **5.b.** of the Business Auto, Garage and Business Auto Physical Damage Coverage Forms, Paragraph **5.d.** of the Truckers Coverage Form and Paragraph **5.f.** of the Motor Carrier Coverage Form do not apply to a covered "auto" that has been provided under a written Primary Liability Assignment contained in Subsection C of Section 23, Chapter 59A, Article 32 NMSA, which has been signed by an "insured".

C. Changes In Definitions

The definition of "insured contract" is revised to include a written Primary Liability Assignment contained in Subsection C of Section 23, Chapter 59A, Article 32 NMSA where a motor vehicle is loaned with a fee to the "insured" by a licensed automobile dealer, or with or without a fee by anyone else, for demonstration purposes, as a temporary substitute for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle, and that vehicle is provided under the Primary Liability Assignment signed by the "insured".

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SUSPENSION OF COVERAGE

In accordance with the requirements of District of Columbia law, all coverages provided by this coverage form shall be suspended for you or any "family member" who operates any vehicle during any period when that person's driver's license is suspended or revoked.

B. CHANGES IN MEDICAL PAYMENTS COVERAGE

Any amount payable under this coverage shall be reduced by any amount paid or payable under any Personal Injury Protection coverage for the same element of loss.

C. ADDITIONAL DEFINITIONS

As used in this endorsement:

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Other Insurance** Condition is changed by adding the following:

d. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos", and

2. The other provides coverage to a person not engaged in that business, and

3. At the time of an "accident", a person described in **2.** is operating an "auto" owned by the business described in **1.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in **1.** is excess over any coverage available to that person.

e. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing "autos", and

2. The other provides coverage to a person not engaged in that business, and

3. At the time of an "accident" an "insured" under the Coverage Form described in **1.** is operating an "auto" owned by a person described in **2.**, then the Coverage Form issued to the business described in **1.** is primary and the Liability Coverage issued to a person described in **2.** is excess over any coverage available to the business.

Copyright, Insurance Services Office, Inc., 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – DUTY TO DEFEND

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II – LIABILITY COVERAGE for a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Wyoming, is changed as follows:

The following is added to A. COVERAGE:

The tender of the LIMITS OF INSURANCE before judgment or settlement does not relieve us of our duty to defend.

Copyright, Insurance Services Office, Inc., 1993

004959

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Changes In Liability Coverage

For a covered "auto" licensed in, or "garaged operations" conducted in Tennessee, the **Other Insurance** Conditions is changed by adding the following:

1. When two policies providing liability insurance apply to an "auto" and;
   a. One provides coverage to a named "insured" engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos";
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an "accident" a person described in Paragraph **b.**, is operating an "auto" owned by the business described in Paragraph **a.**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **a.** is excess over any insurance available to that person.
2. When two policies providing liability insurance apply to an "auto" and:
   a. One provides coverage to a named "insured" engaged in the business of repairing, servicing, parking or storing "autos";
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an "accident" an "insured" under the policy described in Paragraph **a.** is operating an "auto" owned by a person described in Paragraph **b.**, then the liability insurance policy issued to the business described in Paragraph **a.** is primary and the policy issued to a person described in Paragraph **b.** is excess over any insurance available to the business.

B. Changes In Conditions

The following replaces the lead-in paragraph in the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Rhode Island, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The following **Supplementary Payment** is added to the **Coverage Extensions** in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

   Prejudgment interest awarded against the "insured" if we have previously rejected an offer to settle the part of the judgment that is within our Limit Of Insurance.

2. The following provision is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

   DIRECT LIABILITY OF INSURERS

   We will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to an injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

B. Changes In Conditions

1. The last sentence of the **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

   We shall not be held to have waived any of our rights by any act relating to appraisal.

2. The following is added to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form:

   If a fire causes damage to a covered "auto", you must file a statement with the appropriate fire department in conformity with the provisions of R.I. GEN. LAWS Section 27-8.1-2.1.

3. **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.

4. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Form, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

   When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

   a. One provides coverage to an "insured" engaged in the business of leasing or renting "autos"; and

   b. The other provides coverage to a person not engaged in that business; and

© ISO Properties, Inc., 2003

004960

c. At the time of an "accident" a person covered by a Coverage Form described in Paragraph **4.b.** is operating an "auto" rented or leased from the business covered by a Coverage Form described in Paragraph **4.a.**,

then the Coverage Form issued to a business described in **4.a.** is excess over any coverage available to the person described in Paragraph **4.b.** if:

(1) The business described in **4.a.** rents or leases the "auto" to the "insured" under a written rental agreement; and

(2) The face of the rental agreement states, in at least 10 point type, that the valid and collectible insurance of any person operating the "auto" with the permission of the owner and/or lessor is primary.

5. The following condition is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

ARBITRATION

a. Any injured person suffering a loss, allegedly resulting out of the ownership, maintenance, or use of a covered "auto" by an "insured", and allegedly resulting from liability imposed by law for "property damage" or "bodily injury", may at his or her election, whenever the claim is for $25,000 or less, submit the matter to arbitration pursuant to chapter 3 of title 10 of the General Laws of Rhode Island.

b. Selection of Arbitrator. After submission to arbitration by the injured person, one arbitrator shall be selected from the list of qualified arbitrators of the Court annexed arbitration program of the Superior Court of Rhode Island. Each party shall share the expense of arbitration in accordance with the rules of the Court annexed arbitration program.

c. Hearings. The arbitrator shall call a hearing and provide 7 days' notice of the time and place of the hearing to the parties. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall be binding. Any and all documentary evidence and other data deemed to be relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and the production of books, records, and other evidence, relative or pertinent to the issues presented to them for determination. The decision of the arbitrator shall be binding upon the parties unless:

(1) In the event that "suit" has not been instituted either party may reserve his/her right to a jury trial by giving notice of this reservation of right to the other party or parties and to the arbitrator within 60 days of the arbitrator's award by certified mail return receipts requested; or

(2) In the event that "suit" has been instituted, that either party files a request for a jury trial with the court and with notice to the other party or parties within 60 days of the arbitrator's award. If said case proceeds to trial subsequent to arbitration, the decision of the arbitrator shall not be admissible.

d. Statute of limitations. Notwithstanding the foregoing, a "suit" shall be instituted in order to bring said action within any applicable statute of limitations but said "suit" will otherwise be stayed until an arbitrators' award has been made or the case reached for trial.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **a.2.(d)** of the **Who Is An Insured** provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

   (d) Your customers, if your business is shown in the Declarations as an "auto" dealership. However, if a customer of yours:

   (i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the following minimum limits specified by the Oregon financial responsibility law:

   (A) $60,000 for each "accident", which is the minimum combined single limit of liability; or

   (B) $25,000/50,000/10,000 for each "accident", which is the minimum split limits of liability.

   (ii) Has other available insurance (whether primary, excess or contingent) less than the following minimum limits specified by the Oregon financial responsibility law, they are an "insured" only for the amount by which such limits exceed the limit of their other insurance:

   (A) $60,000 for each "accident", which is the minimum combined single limit of liability; or

   (B) $25,000/50,000 for each "accident", which is the minimum split limits of liability.

2. Paragraph **b.(1)** of the **Out-Of-State Coverage Extensions** in **Section II – Liability Coverage** of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms is replaced by the following:

   (1) Increase the Limit of Insurance for Liability Coverage to meet the minimum limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used, but this does not apply to any law governing motor carriers of passengers or property.

B. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

   If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

© ISO Properties, Inc., 2003

004961

2. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

   CONCEALMENT, MISREPRESENTATION OR FRAUD

   1. Subject to Paragraphs **2.** and **3.** below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
   2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:
      a. The statements are contained in a written application; and
      b. A copy of the application is endorsed upon or attached to this policy when issued.
   3. In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Concealment, Misrepresentation Or Fraud, General Condition **2.**, does not apply to **Section II – Liability Coverage**.

B. The Business Auto, Truckers and Motor Carrier Coverage Forms are changed as follows:

The Expected Or Intended Injury exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the South Carolina Financial Responsibility Act.

C. The Garage Coverage Form is changed as follows:

1. Changes In Liability Coverage

Paragraph **a.2.(d)** of the **Who Is An Insured** Provision in **Section II – Liability** Coverage is replaced by the following:

Your customers, if your business is shown in the Declarations as an "auto" dealership. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

2. The Expected Or Intended Injury exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However this exclusion does not apply:

a. For amounts up to the limits of liability required by the South Carolina Financial Responsibility Act.

b. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

D. Physical Damage Coverage is changed as follows:

No deductible applies to auto safety glass. All other Physical Damage Coverage provisions will apply.

© ISO Properties, Inc., 2001

004962

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The CONDITIONS of the Policy are changed as follows:

CONCEALMENT, MISREPRESENTATION OR FRAUD is replaced by the following:

MISREPRESENTATION OR BREACH OF CONDITION OR WARRANTY

1. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:
   - **a.** It is material;
   - **b.** It is made with the intent to deceive;
   - **c.** We rely on it; and
   - **d.** We are deceived to our injury.
2. A breach of warranty or condition will void the policy if such breach exists at the time of loss and contributes to the loss.

B. CHANGES IN PHYSICAL DAMAGE COVERAGE

The LIMIT OF INSURANCE provision is changed by adding the following:

3. If a loss to your covered "auto" is also payable as damages under the liability coverage of another coverage form or policy issued by us, we will pay for such damage or loss only once, either under this coverage form or the liability coverage of the other coverage form or policy issued by us.

C. The LOSS CONDITIONS of the policy are changed as follows:

The APPRAISAL FOR PHYSICAL DAMAGE LOSS provision is replaced by the following:

If you and we disagree on the amount of "loss," both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- **a.** Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

For a covered "auto" licensed or principally garaged in, Utah, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **b.(6)** is added to the **Who Is An Insured** Provision in the Business Auto Coverage Form by the following and supersedes any provision to the contrary:

   b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

   (6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to $65,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

   Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

2. The **Expected Or Intended Injury** Exclusion is replaced by the following:

   EXPECTED OR INTENDED INJURY

   "Bodily Injury" or "property damage" expected or intended from the standpoint of the "insured".

   However, this exclusion does not apply for coverage up to the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

B. Changes In Conditions

1. The **Legal Action Against Us** Condition does not apply.
2. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
   a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
3. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

   FRAUD OR MISREPRESENTATION

   Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "insured" relating to:
   a. This Coverage Form;
   b. The covered "auto";
   c. Your interest in the covered "auto"; or
   d. A claim under this Coverage Form.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The following is added to the **Legal Action Against Us** Condition:

However, a judgment creditor shall have a right to sue us to recover an execution on a judgment returned unsatisfied against an "insured" to the same extent that such "insured" could have enforced the "insured's" claim against us had the "insured" paid such judgment, but we will not be liable for damages that are in excess of the applicable limit of insurance.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Dakota, **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

1. Liability coverage, uninsured motorists coverage, underinsured motorists coverage, medical payments coverage, personal injury protection coverage and additional personal injury protection coverage are primary for an "auto" loaned, rented or leased to the "insured" and owned by someone in the business of selling, repairing, servicing, storing, leasing or parking motor vehicles.
2. If you are in a business described in **1.**, the coverages described in **1.** are excess for an "auto" you own if operated by an "insured" other than you or your "employee".

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, the Coverage Form is changed as follows:

A. Changes In Liability

Paragraph **a.** of the **Who Is An Insured** Provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

a. The following are "insureds" for covered "autos":

(1) You for any covered "auto".

(2) Your customers, if your business is shown in the Declarations as an "auto" dealership.

(3) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(a) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(c) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is your "garage operations".

(d) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

(4) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

B. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

2. If we submit to an appraisal, we will still retain our right to deny the claim.

3. An appraisal decision will not be binding on either party.

C. Physical Damage Coverage is changed as follows:

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this coverage form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a

© ISO Properties, Inc., 2001

temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

D. Changes In Conditions

1. The **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

   When this Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" and:

   a. One provides coverage to an "insured" who is a duly licensed automobile dealer, and

   b. The other provides coverage to a person not engaged in that business, and

   at the time of an "accident", a person covered by a Coverage Form described in Paragraph **C.1.b.** is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph **C.1.a.** as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph **C.1.a.** is excess over any coverage available to the person covered by a Coverage Form described in Paragraph **C.1.b.**

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

   We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

© ISO Properties, Inc., 2001

004965

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage Extensions is amended as follows:

The following is added to **Supplementary Payments:**

(7) Prejudgment interest awarded against the "insured" on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

B. Paragraph **A.1.b.** of **Who Is An Insured** in **Section II – Liability Coverage** in the Business Auto Coverage Form, Motor Carrier Coverage Form and Truckers Coverage Form is changed by adding the following:

(6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

Paragraph **a.(2)** of **Who Is An Insured** in **Section II – Liability Coverage** in the Garage Coverage Form is changed by adding the following:

(f) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

C. Liability Coverage for a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Missouri is changed as follows:

1. If your business is other than selling, repairing or servicing "autos":

a. The Care, Custody Or Control Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own.

b. The following is added to the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos".

2. If your business is selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is excess for any "auto" you own if operated by a customer to whom you have loaned the "auto", with or without consideration, as a temporary substitute for an "auto" owned by the customer.

D. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that ap-

© ISO Properties, Inc., 2004

praisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

E. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

   a. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if the "insured" has a net worth of more than $25 million on the later of the end of the "insured's" most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an "insured's" net worth on such date shall be deemed to include the aggregate net worth of the "insured" and all of its affiliates as calculated on a consolidated basis.

   b. Payments made by the Association for covered claims will include only that amount of each claim which is less than $300,000.

   However, the Association will not:

   (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or

   (2) Return to an "insured" any unearned premium in excess of $25,000.

   These limitations have no effect on the coverage we will provide under this policy.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – POLLUTION EXCLUSION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Missouri, this endorsement modifies insurance provided under the following:

BROADENED COVERAGE – GARAGES ENDORSEMENT
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The following is added to the **Pollution** Exclusion in Section **II** – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and to the **Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"** in the Garage Coverage Form:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

B. The following is added to the **Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"** in Section **II** – Liability Coverage in the Garage Coverage Form or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

C. If the Broadened Coverage – Garages Endorsement is attached, then Exclusion **B.1.b.** in the Broadened Coverage – Garages Endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

D. If the Personal Injury Liability Coverage – Garages Endorsement is attached, then Exclusion **B.1.h.** in the Personal Injury Liability Coverage – Garages Endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Maryland, the Coverage Form is changed as follows:

A. Changes In Liability Coverage

1. Except with respect to the Business Auto Physical Damage Coverage Form, the **Fellow Employee** Exclusion is replaced by the following:

   This insurance does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

   However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

2. Except with respect to the Business Auto Physical Damage Coverage Form, the **Racing** Exclusion is replaced by the following:

   This insurance does not apply to covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

   However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

3. The **Liquor Liability** Exclusion in the Garage Coverage Form does not apply.

B. Changes In Physical Damage Coverage

The "Diminution In Value" Exclusion does not apply.

C. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

   We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

   CONCEALMENT, MISREPRESENTATION OR FRAUD

   We do not provide coverage for an "insured" who:

   a. Intentionally conceals or misrepresents a material fact; or

   b. Has made fraudulent statements or engaged in fraudulent conduct;

   in connection with any "accident" or "loss" for which coverage is sought under this policy.

   However, we will provide Liability Coverage to such "insured" for damages sustained by any person who has not:

   a. Intentionally concealed or misrepresented a material fact; or

   b. Made fraudulent statements or engaged in fraudulent conduct;

   if such damages result from an "accident" which is otherwise covered under this policy.

3. Paragraph **a.** of the **Premium Audit** Condition is replaced by the following:

   a. The estimated premium for this Coverage Form is based on the exposures you told

© ISO Properties, Inc., 2005

004987

us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is 30 days from the date of the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

We will not pay for any "loss" or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

1. That are fraudulent;
2. That are material either to the acceptance of the risk, or to the hazard assumed by us; and
3. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
   a. Not have issued the policy;
   b. Not have issued the policy in as large an amount; or
   c. Not have provided coverage with respect to the hazard resulting in the "loss".

© ISO Properties, Inc., 2004

004968

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, the Coverage Form is changed as follows:

A. The BUSINESS AUTO and TRUCKERS COVERAGE FORMS are changed as follows:

The EXPECTED OR INTENDED INJURY exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured." However, this exclusion does not apply for amounts up to the limits of liability required by the Delaware Financial Responsibility Law.

B. The GARAGE COVERAGE FORM is changed as follows:

The EXPECTED OR INTENDED INJURY exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured." However, this exclusion does not apply:

1. For amounts up to limits of liability required by the Delaware Financial Responsibility Law.
2. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos."

C. CHANGES IN CONDITIONS

Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

   If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

   a. The first Named Insured has other liability insurance in effect on the covered "auto" that provides at least the minimum limits required by the Delaware Insurance Code for liability and No-Fault Coverage;

   b. The covered "auto" is no longer owned by the first Named Insured;

   c. The covered "auto" is no longer operable or capable of being repaired so as to become operable; or

   d. The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.

   The cancellation will become effective even if we have not made or offered a refund.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – COVERAGE EXTENSION FOR RENTAL VEHICLES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Louisiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE OF COVERAGES

Enter an "X" in one or more of the following check-boxes if at least one "auto" is provided that coverage under the Coverage Form. However, if Comprehensive Physical Damage Coverage **and** Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto", then enter an "X" in the check-box that provides Comprehensive Physical Damage Coverage.

COVERAGE

☐ If an "X" is entered in this check-box, this endorsement provides **Liability Coverage** for "rental vehicles".

☐ If an "X" is entered in this check-box, this endorsement provides **Comprehensive Physical Damage Coverage** for "rental vehicles".

☐ If an "X" is entered in this check-box, this endorsement provides **Collision Physical Damage Coverage** for "rental vehicles".

☐ If an "X" is entered in this check-box, this endorsement provides **Specified Causes of Loss Coverage** for "rental vehicles".

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

A. Coverage

Any "rental vehicle" that is rented by an "insured" under a written rental agreement will be considered a covered "auto" only for those coverages where an "X" is entered in the check-box in the Schedule of Coverages. However, if Comprehensive Physical Damage Coverage **and** Specified Causes of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto", then any "rental vehicle" will be considered a covered "auto" for Comprehensive Physical Damage Coverage.

B. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for each coverage designated in the Schedule of Coverages is the Limit of Insurance for that coverage shown in the Declarations.

C. The following is added to the **Definitions** Section:

"Rental vehicle" means a motor vehicle of the private passenger, pick-up or van type, not used for business purposes, other than farming or ranching, if:

a. Not used for transporting persons for hire; and

b. Owned by a person engaged in the business of renting or leasing vehicles that are rented or leased without a driver, to persons other than the owner, and is registered in the name of such owner.

Copyright, Insurance Services Office, Inc., 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If the Declarations indicate that Physical Damage Coverage is provided for covered "autos" and that Liability Coverage is not provided for covered "autos", the following statement applies:

THIS COVERAGE FORM PROVIDES INSURANCE ONLY AGAINST DAMAGE TO THE "AUTO". THIS COVERAGE FORM DOES NOT INSURE AGAINST "BODILY INJURY" OR "PROPERTY DAMAGE" LIABILITY AND DOES NOT SATISFY THE MANDATORY INSURANCE REQUIREMENTS OF AS 28.22.011.

B. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. With respect to vehicles rented in the United States or Canada, the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage, and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by:

   a. Payments from applicable coverage provided under liability coverage and/or physical damage coverage for vehicles rented in the United States or Canada will be made in the following order of priority:

      (1) From a policy or coverage purchased by the operator from the owner of the rental vehicle;

      (2) From a personal policy of liability and/or physical damage coverage insuring the operator of a rented vehicle; and

      (3) From the policy or coverage insuring the owner of the rental vehicle as the named insured.

   b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Liability Coverage

2. The following is added to Supplementary Payments:

   Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. The following is added to the **Loss Conditions** section:

   Paragraph **A.2.b.(5)** of the **Duties In The Event Of An Accident, Claim, Suit, Or Loss** Condition, is replaced by the following:

   After we show good cause, submit to examination at our expense, by physicians of our choice.

   The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

   If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorney's fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the **General Conditions** Section:

   CONSTITUTIONALITY CLAUSE

   The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

   In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. The **Business Auto, Motor Carrier** and Truckers Coverage Forms are changed as follows:

   The **Expected Or Intended Injury** exclusion is replaced by the following:

   "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the West Virginia Safety Responsibility Law.

2. The Garage Coverage Form is changed as follows:

   The **Expected Or Intended Injury** exclusion is replaced by the following:

   "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply:

   a. For amounts up to limits of liability required by the West Virginia Safety Responsibility Law.

   b. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

B. Changes In Physical Damage Coverage

1. The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the Appraisal Condition in the Physical Damage Coverage Form is replaced by the following:

   If you and we disagree on the amount of "loss", either may demand, in writing, an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – PHYSICAL DAMAGE INSPECTION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provisions are added to PHYSICAL DAMAGE COVERAGE and apply in place of any conflicting policy provision.

PHYSICAL DAMAGE COVERAGE for a covered "private passenger auto" licensed or principally garaged in New Jersey is changed as follows:

A. CHANGES IN PHYSICAL DAMAGE COVERAGE

Mandatory Inspection for Physical Damage Coverage

1. We have the right to inspect any "private passenger auto," including a non-owned "private passenger auto," insured or intended to be insured under this Coverage Form, before PHYSICAL DAMAGE COVERAGE shall be effective.
2. During the term of the policy, coverage for an additional or replacement "private passenger auto" shall not become effective until the "insured" notifies us and requests cover-age for the "private passenger auto". However, if the "insured" replaces a "private passenger auto" insured with us for at least 12 months before the replacement date with a "private passenger auto" acquired during the policy period, we will provide the same coverage which applied to the replaced "private passenger auto" for 3 days beginning on the date the "insured" acquires the replacement "private passenger auto." We will also provide an additional day of cover-age for each Saturday, Sunday or New Jersey State holiday falling within the 3 days. After 3 days, coverage will not apply until the "insured" notifies us and requests coverage for the "private passenger auto."
3. When an inspection is required by us, the "insured" shall cooperate and make the "private passenger auto" available for the inspection.

B. CHANGES IN DEFINITIONS

As used in this endorsement:

"Private passenger auto" means a private passenger "auto" of a private passenger or station wagon type that is owned or hired and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pickup body, a delivery sedan, a van, or a panel truck or camper- type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the "insured" other than farming or ranching. An "auto" owned by a farm family co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger auto owned by two or more relatives resident in the same household.

Copyright, Insurance Services Office, Inc., 1995

004971

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES IN BUSINESS AUTO, TRUCKERS AND MOTOR COVERAGE FORMS – POLLUTION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or garaged In Vermont, the Business Auto, Truckers and Motor Carrier Coverage Forms are changed as follows:

A. CHANGES IN LIABILITY COVERAGE

1. Paragraph **A.** COVERAGE is replaced by the following:

   We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

   We have the right and duty to defend any "insured" against a "suit" asking for such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may Investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Paragraph **B.6.** CARE, CUSTODY OR CONTROL is replaced by the following:

   "Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

3. The POLLUTION exclusion does not apply.

4. Paragraph **C.** of the LIMIT OF INSURANCE is replaced by the following:

   Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

   All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

B. CHANGES IN CONDITIONS

Paragraph **A.2.b.2.** of the DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS Condition, is replaced by the following:

Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."

C. CHANGES IN DEFINITIONS

1. The "covered pollution cost or expense" definition and the definition of "pollutants" do not apply.

2. As used in this endorsement:

   "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage," to which this insurance applies, are alleged.

   "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed to which the "insured" must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

For a covered "auto" licensed or principally garaged in New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Liability Coverage

Exclusion **11. Pollution** contained in Section **II** – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms, is amended by the addition of the following:

This exclusion does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

B. Changes in Conditions

The following is added to the **Loss Payment – Physical Damages Coverages** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms and the **Loss Payment** Condition in the Business Auto Physical Damage Coverage Form:

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

a. An "auto" repair facility with whom we have an arrangement; or

b. An "auto" repair facility of your choice;

in any repairs to the "auto".

If you choose to use an "auto" repair facility other than an "auto" repair facility with whom we have an arrangement, we will pay you in accordance with the terms and conditions, including price, provided by the "auto" repair facility with whom we have an arrangement.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WEST VIRGINIA CHANGES – COVERAGE EXTENSION FOR TEMPORARY SUBSTITUTE AUTOS

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE OF COVERAGES

Enter an "X" in one or more of the following check-boxes if at least one "auto" is provided that coverage under the Coverage Form. However, if Comprehensive Physical Damage Coverage and Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto," then enter an "X" in the check-box that provides Comprehensive Physical Damage Coverage.

COVERAGE	
☐	If an "X" is entered in this check-box, this endorsement provides **Liability Coverage** for a "temporary substitute auto."
☐	If an "X" is entered in this check-box, this endorsement provides **Comprehensive Physical Damage Coverage** for a "temporary substitute auto."
☐	If an "X" is entered in this check-box, this endorsement provides **Collision Physical Damage Coverage** for a "temporary substitute auto."
☐	If an "X" Is entered in this check-box, this endorsement provides **Specified Causes of Loss Coverage** for a "temporary substitute auto."

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

A. COVERAGE

Any "temporary substitute auto" that is loaned to the named insured will be considered a covered "auto" only for those coverages where an "X" is entered in the check-box in the Schedule of Coverages. However, if Comprehensive Physical Damage Coverage and Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto," then any "temporary substitute auto" will be considered a covered "auto" for Comprehensive Physical Damage Coverage.

B. CHANCES IN EXCLUSIONS

The CARE, CUSTODY OR CONTROL Exclusion does not apply to a "temporary substitute auto." However, this exclusion does apply to contents in a "temporary substitute auto."

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for each coverage designated in the Schedule of Coverages is the Limit of Insurance for that coverage shown in the Declarations.

Copyright, Insurance Services Office, Inc., 1993

If both Liability and Physical Damage coverage are provided by this Coverage Form, any amount payable for damage to a "temporary substitute auto" under this Coverage Form's Liability Coverage shall be reduced by all sums paid for the same damages under this Coverage Form's Physical Damage coverage.

No one will be entitled to receive duplicate payments for the same elements of "loss."

D. CHANCES IN CONDITIONS

OTHER INSURANCE is changed by adding the following:

When this Coverage Form and any other Coverage Form or policy apply and:

1. One provides coverage to an "insured" engaged in the business of selling, leasing, repairing, or servicing "autos"; and
2. The other provides coverage to a person not engaged in that business; and
3. At the time of an "accident" a person covered by a Coverage Form described in paragraph D.2 is operating an auto provided by the business covered by a Coverage Form described in paragraph D.1. as a "temporary substitute auto,"

then the Coverage Form issued to a business described in D.1 is excess over any coverage available to the person described in paragraph D.2.

E. As used in this endorsement:

"Temporary substitute auto" means any "auto" you do not own while used with the permission of its owner, who is engaged in the business of selling, repairing or servicing "autos" while such "auto" is used as a temporary replacement for a covered "auto" you own that is out of use because of its:

- **a.** breakdown,
- **b.** repair, or
- **c.** servicing.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Hawaii, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

A. Cancellation

1. The first Named Insured may cancel the policy by giving us advance notice of the date cancellation is to take effect.
2. We may cancel the policy for either of the following reasons by mailing to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation:
   a. Nonpayment of premium; or
   b. The driver's license of the principal operator of a covered "auto" is under suspension or revocation.
3. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be made within 15 days of the date cancellation becomes effective. If the first Named Insured cancels, the refund may be less than pro rata.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail the first Named Insured notice at least 30 days before the end of the policy period. Such notice will include the reason(s) for nonrenewal. We have the right not to renew or continue this policy only if:

1. One or more of the reasons listed in Paragraph **A.2.** of **Cancellation** exists;
2. The Hawaii Insurance Commissioner determines that our financial soundness would be impaired by the writing of additional policies of insurance;
3. We cease to write any new policies of insurance of any kind in the State of Hawaii; or
4. We are otherwise permitted by the laws of the State of Hawaii.

C. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed supported by a certificate of mailing properly validated by the U.S. Postal Service, to the first Named Insured's last known address. Proof of mailing of any notice will be sufficient proof of notice.

D. Automatic Termination

If we offer in writing to renew or continue your policy at least 30 days before the end of the policy period, and you do not accept our offer before the end of the policy period, your policy will automatically terminate. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of Insurance Services Office, Inc., 1998
Used with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES IN POLICY – CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. You or your attorney-in-fact may cancel the policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.

b. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.

(3) You or your attorney-in-fact have notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.

(4) We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is canceled and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

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

e. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

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

2. Nonrenewal

a. If we decide not to renew or continue this policy, we will mail you notice at least 45

© ISO Properties, Inc., 2002

days before the end of the policy period. If the policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six month period following its original effective date.

b. If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

3. Mailing Of Notices

a. Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail, pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being canceled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph **A.** above:

1. Paragraphs **1.** and **2.** of the **Cancellation** Common Policy Condition are replaced by the following:

a. You or your attorney-in-fact may cancel the policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

b. We may cancel the policy by mailing or delivering to you written notice of cancellation, stating the reason(s) for cancellation at least:

(1) 15 days before the effective date if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph **3.** of the **Cancellation** Common Policy Condition does not apply.

3. The following Conditions are added:

a. Nonrenewal

(1) We may nonrenew the policy by mailing or delivering to you written notice of nonrenewal, stating the reason for nonrenewal, at least:

(a) 15 days before the expiration date of the policy if we nonrenew for nonpayment of premium; or

(b) 45 days before the expiration date of the policy if we nonrenew for any other reason.

(2) If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

b. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number TC2J-CAP-260T3298-TIL-06
Effective Date 01-01-06 Expiration Date 01-01-07
Named Insured AMERICAN WATER WORKS COMPANY
INC. AS PER END IL T3 40 03 95
Address 1025 LAUREL OAK ROAD

VOORHEES NJ 08043
Additional Insured (Lessor) SEE END CA T8 09 01 06

Address

Designation or Description of Leased "Autos" SEE END CA T8 09 01 06

Coverages	Limit of Insurance
Liability	$ 1,000,000 Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	$ AS SHOWN ON COVERAGE ENDORSEMENT FOR APPLICABLE STATE
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Leased Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Leased Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Leased Auto"

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

© ISO Properties, Inc., 2000

A. 1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.

2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged or "garage operations" conducted in Wisconsin, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only after all liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered auto must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that

© ISO Properties, Inc., 2001

"family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. The Limit of Insurance under this coverage shall be reduced by:

   a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and

   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we

© ISO Properties, Inc., 2001

have paid only after the "insured" has been fully compensated for damages.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for bodily injury liability specified by WIS. STAT. Section 344.15. The applicable minimum limit is:

(1) $50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident", or

(2) $25,000 for each person/$50,000 for each "accident" if the limit of liability is indicated as a split limit.

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must hit another vehicle that hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned or operated by a self-insurer under Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide at least $50,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15;

c. Owned by a governmental unit or agency;

d. Designed for use mainly off public roads while not on public roads; or

e. That is an "underinsured motor vehicle".

© ISO Properties, Inc., 2001

004977

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" the Named Insured is operating.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto".

© ISO Properties, Inc., 2003

The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by an individual Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. The limit of insurance under this coverage shall be reduced by:

a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and

b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Personal Injury Protection Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable

© ISO Properties, Inc., 2003

004978

limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. If a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident".

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

3. **Legal Action Against Us** is replaced by the following:

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. No cause of action shall accrue to an "insured" under this coverage unless within two years from the date of the "accident":

      (1) Agreement as to the amount due under this Coverage Form has been concluded;

      (2) We or the "insured" have formally instituted arbitration proceedings;

      (3) The "insured" has filed an action against us in a court of competent jurisdiction; or

      (4) An action for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction and, within 2 years from the "date of settlement" or "final judgment" against the uninsured motorist, the "insured" has:

         (a) Formally instituted arbitration proceedings against us; or

         (b) Filed an action against us in a court of competent jurisdiction.

4. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

   b. We also have a right to recover the advance payment.

5. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes

 © ISO Properties, Inc., 2003

concerning coverage under this endorsement may not be arbitrated. Both parties must agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":

(1) The county where the "insured" lives; or

(2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. We will pay all arbitration costs to an "insured" in excess of $100. Arbitration costs to an "insured" shall not include attorney's fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

F. Additional Definitions

As used in this endorsement:

1. "Date of settlement" means the date on which a written settlement agreement or release is signed by an "insured" or, in the absence of such documents, the date on which the "insured" or the attorney for the "insured" receives payment of any sum required by the settlement agreement.

2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

3. "Final judgment" means a judgment that has become final by lapse of time for appeal or by entry in an appellate court of an appellate judgment.

4. "Occupancy" means in, upon, getting in, on, out or off.

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a liability policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:

(1) Less than the limit of liability for this coverage; or

(2) Reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.

c. For which an insuring company, within 2 years of the date of the "accident", becomes voluntarily or involuntarily bankrupt or is placed in receivership; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying". However, in the event that a hit-and-run vehicle causes "bodily injury" to an "insured" without hitting the "insured", a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the accident.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under an applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2003

004979

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

UNINSURED MOTORISTS COVERAGE ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

"Bodily Injury"	$ SEE CAT030	Each Person
	$	Each "Accident"
"Property Damage"	$	Each "Accident"

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

Paragraph 1. of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:
   a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" shown in the Schedule for each person.
   b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident."
   c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident."

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Maryland, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement by certified mail;
      (2) Have sent to the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification; and
      (3) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the written refusal of the settlement offer.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2000

004980

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. The direct or indirect benefit of any insurer of property.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Property of an "insured" contained in or struck by any vehicle owned by that "insured" that is not a covered "auto".
5. The first $250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Coverage shown in the Schedule or declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or any Medical Payments Coverage Endorsement.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law. However, this applies only to that amount for which the provider of the workers' compensations benefits has not been reimbursed.
3. We will not pay for a "loss" which is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto And Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers And Motor Carrier Coverage Forms are replaced by the following:

   For any covered "auto" the Named Insured owns, this Coverage Form provides primary insurance. However, when used with the Garage Coverage Form, this Coverage Form will be secondary over any other collectible insurance available to the Named Insured's customers while a covered "auto" the Named Insured owns is being used as a "replacement vehicle". For any covered "auto" the Named Insured does not own, the insurance provided by this Coverage Form is excess over any other collectible primary uninsured motorists coverage but only to the extent that the limit of insurance under this Coverage Form exceeds the limit of such other collectible primary uninsured motorists insurance.

   If this Coverage Form and any other Coverage Form or policy providing similar insurance apply to the same "accident", the maximum limit of insurance under all Coverage Forms or policies shall be the highest applicable limit of insurance under any one Coverage Form or policy.

   When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay

© ISO Properties, Inc., 2000

only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly notify us if a "suit" is brought. We request that a copy of any legal papers served accompany the notice.

   c. A person seeking Uninsured Motorists Coverage must:

      (1) Promptly notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle";

      (2) Allow us to send to the "insured" within 60 days after the receipt of notification, a written refusal to consent to acceptance of the settlement offer; and

      (3) Allow us to advance payment to that "insured", within 30 days after the written refusal to consent to acceptance of the settlement offer in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement, by certified mail, between an "insured" and the insurer of an "uninsured motor vehicle" and

   b. Fail to send the insured a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement offer within 30 days after a written refusal to consent to acceptance of the settlement offer:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advanced payment.

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

   a. A covered "auto";

   b. Property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an individual, any "family member"; or

   c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".

4. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by the Named Insured's customer is not in use because of its breakdown, repair, servicing or damage.

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability policy or other form of security accepted by the Motor Vehicle Administrator provides at least the amounts specified by the financial responsibility law of Maryland;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which:

      (1) With respect to damages for "bodily injury" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial re-

© ISO Properties, Inc., 2000

004981

sponsibility law of Maryland, but the sum of the limits for bodily injury liability is either:

(a) Less than the limit of liability for this coverage; or

(b) Reduced by payment to other persons injured in the "accident" to an amount less than the limit of liability for this coverage.

(2) With respect to damages for "property damage" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but that sum is less than the Limit of Insurance of this coverage.

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
   b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

© ISO Properties, Inc., 2003

004982

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. With respect to an "uninsured motor vehicle", any claim settled without our consent.
2. Damages for pain, suffering and inconvenience resulting from "bodily injury" caused by an "accident" involving an "uninsured motor vehicle" or an "underinsured motor vehicle" unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. The direct or indirect benefit of any insurer of property.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
7. The first $500 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
8. "Property damage" caused by a hit-and-run vehicle.
9. Punitive or exemplary damages.
10. "Bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:
    a. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
    b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

    However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse are "occupying", at the time of an "accident", a motor vehicle described in Subparagraph **a.** or **b.** above.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the Limit of Insurance shown in the Schedule or Declarations for Uninsured Motorists Coverage and Underinsured Motorists Coverage is the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle".
    a. However, subject to our maximum Limit of Insurance for this coverage, if:
        (1) An "insured" is not the individual named insured under this policy;
        (2) That "insured" is an individual named insured under one or more other policies providing similar coverage; and
        (3) All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage;

    then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable limit of insurance under any coverage form or policy providing coverage to that "insured" as an individual named insured.
    b. However, subject to our maximum Limit of Insurance for this coverage, if:
        (1) An "insured" is not the individual named insured under this policy or any other policy;
        (2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and
        (3) All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage;

    then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable limit of insurance under any coverage form or policy providing

© ISO Properties, Inc., 2003

coverage to that "insured" as a "family member".

2. With respect to damages resulting from an "accident" involving an "uninsured motor vehicle", we will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
3. With respect to damages resulting from an "accident" involving an "underinsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who may be legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form attached to this Coverage Part.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured and Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

      However, if an "insured" is:

      (1) An individual named insured under one or more policies providing similar coverage; and

      (2) Not "occupying" a vehicle owned by that individual named insured;

      then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage to that "insured" as an individual named insured.

      However, if an "insured" is:

      (1) Insured as a "family member" under one or more policies providing similar coverage; and

      (2) Not an individual named insured under this or any other policy;

      then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage to that "insured" as a "family member".

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists or underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage under this endorsement must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow

© ISO Properties, Inc., 2003

004983

us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

   a. Have been given prompt notice in writing of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

      If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this endorsement; and

      (2) We also have a right to recover the advanced payment.

4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means damage to a covered "auto", or to any property of an "insured" while contained in a covered "auto".

2. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy applies at the time of an "accident";

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and that hits, or causes an "accident" resulting in "bodily injury" without hitting:

      (1) An individual Named Insured or any "family member";

      (2) A vehicle that the Named Insured or any "family member", if the Named Insured is an individual, are "occupying"; or

      (3) A covered "auto".

   d. For which the only available coverage is a special automobile policy, as defined by New Jersey law.

   However, an "uninsured motor vehicle" does not include any vehicle:

      (1) Owned by or furnished or available for the regular use of the Named In-

© ISO Properties, Inc., 2003

sured or any "family member", if the Named Insured is an individual;

(2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(3) Owned by any governmental unit or agency;

(4) Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;

(5) Operated on rails or crawler treads;

(6) Designed for use mainly off public roads while not on public roads; or

(7) While located for use as a residence or premises.

5. "Underinsured motor vehicle" means the following:

a. With respect to an "insured" who:

(1) Is not the individual named insured under this policy; and

(2) Is an individual named insured under one or more other policies providing similar coverage,

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit of liability is less than the highest applicable limit of liability under any coverage form or policy providing coverage to that "insured" as an individual named insured.

b. With respect to an "insured" who:

(1) Is not the individual named insured under this policy or any other policy; and

(2) Is insured as a "family member" under one or more other policies providing similar coverage,

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit for liability is less than the highest applicable limit of liability under any coverage form or policy providing coverage to that "insured" as a "family member".

c. With respect to any other "insured" who is not described in Paragraphs **a.** or **b.** above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit of liability is less than the Limit of Insurance for this Coverage.

However, an "underinsured motor vehicle" does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law;

(2) Owned by any governmental unit or agency;

(3) Operated on rails or crawler treads;

(4) Designed for use mainly off public roads while not on public roads; or

(5) While located for use as a residence or premises.

(6) Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. EXCLUSION

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle owned by you or any "family member" that is not a covered "auto."
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the Declarations.
2. Any amount payable under this coverage shall be reduced by:
   a. All sums paid or payable under any workers compensation, disability benefits or similar law, and
   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's LIABILITY COVERAGE.
3. Any amount paid under this coverage will reduce any amount an "insured" may be paid under this Coverage Form's LIABILITY COVERAGE.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIMS, SUIT OR LOSS is changed by adding the following:

Copyright, Insurance Services Office, Inc., 1990

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" principally garaged but that sum is less than the Limit of Insurance of this coverage;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured," a covered "auto" or a vehicle an "insured" is "occupying."

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law;

   b. Owned by a governmental unit agency; or

   c. Designed for use mainly off public roads while not on public roads.

Copyright, Insurance Services Office, Inc., 1990

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Oklahoma, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. "Bodily injury" sustained by:
   a. Any person who is a "family member", while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motor-

© ISO Properties, Inc., 2004

ists Coverage at the time of the "accident".

b. Any "insured" while "occupying" an "auto":

(1) Owned by; or

(2) Furnished or available for the regular use of the Named Insured or any person who is a "family member" if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of "insureds", or claims made, the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:

a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".

b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

2. If the "bodily injury" is sustained by any "insured", other than an individual Named Insured or any "family member", in an accident in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such accident.

3. Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this policy.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a suit is brought.

c. A person seeking uninsured motorists coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle", and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail, and must include:

(1) Written documentation of economic losses;

(2) Copies of all medical bills; and

(3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.

© ISO Properties, Inc., 2004

004988

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

   a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

   a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have the right to recover the advanced payment.

4. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

5. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.

   c. Any decision agreed to by the arbitrators will not be binding.

   d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or

   b. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Liability	Premium
$ SEE CAT030 each "accident"	$ INCLUDED

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

A. Coverage

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This coverage does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.

© ISO Properties, Inc., 2001

004987

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
   a. The limit of insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
   b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
2. Subject to the maximum limit of insurance for all damages:
   a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
   b. The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

   A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all "insureds".
3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
   a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
   b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".
5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the limit of insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

1. **Other Insurance** in Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:
   a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

© ISO Properties, Inc., 2001

FIRST PRIORITY The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".

SECOND PRIORITY Any policy affording Uninsured Motorists Coverage to a Named Insured or a family member, if the Named Insured is an individual.

(1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.

(2) If there is applicable insurance available under the first priority:

(a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

(b) The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.

b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits in the same level of priority.

c. For "property damage", this insurance is excess to all collectible insurance of any kind.

d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.

b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.

d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

4. **Two Or More Coverage Forms Issued By Us** does not apply to Uninsured Motorists Coverage.

5. The following Condition is added:

CONFORMITY TO STATUTE

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, mar-

© ISO Properties, Inc., 2001

004988

riage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury to or destruction of the property of an "insured".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provides at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act;
   b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" are "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.

      The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" were "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.
   c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.
   d. For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.
c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT (VIRGINIA)

A. Words And Phrases With Special Meaning

The following words and phrases have special meaning throughout this endorsement and appear in quotation marks when used:

1. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
2. "We", "us", and "our" mean the company providing insurance.
3. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage" the "insured" neither expected nor intended.
4. "Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for "bodily injury" or "property damage" reduced by the payment of any other claims arising out of the same "accident".
5. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
6. "Covered auto" means a motor vehicle, or a "temporary substitute", with respect to which the "bodily injury" or "property damage" liability coverage of the policy applies.
7. "Family member" means a person related to "you" by blood, marriage or adoption who is a resident of "your" household, including a ward or foster child.
8. "Insured" means any person or organization qualifying as an insured in the **Who Is An Insured** section of this endorsement, including the personal representative of any insured. Except with respect to "our" Limit Of Liability, the insurance afforded applies separately to each insured who is seeking coverage under this endorsement.
9. "Loss" means direct and accidental damage or loss.
10. "Property damage" means damage to or loss of use of tangible property.
11. "Occupying" means in, upon, using, getting in, on, out of or off.
12. "Temporary substitute" means a motor vehicle that is being used in place of a "covered auto". The "covered auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
13. "Underinsured motor vehicle" means a motor vehicle, when, and to the extent that, the total amount of "bodily injury" and "property damage" coverage applicable to the operation or use of the motor vehicle and "available for payment" for such "bodily injury" or "property damage", including all bonds or deposits of money or securities made pursuant to Article 15 (Section 46.2-435 et seq.) of Chapter 3 of Title 46.2 of the Code of Virginia, is less than the total amount of uninsured motorist coverage afforded any person injured as a result of the operation or use of the motor vehicle.
14. "Uninsured motor vehicle" means a motor vehicle:
    a. For which:
        1. There is no "bodily injury" liability insurance and "property damage" liability insurance in the amounts specified by Section 46.2-472 of the Code of Virginia.
        2. There is such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including failure or refusal of the insured to cooperate with the insurer.
        3. There is no bond or deposit of money or securities in lieu of such insurance.
        4. The owner of the vehicle has not qualified as a self-insurer under the provisions of Section 46.2-368, or
        5. The owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth or the United States. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

    If the owner or operator of any motor vehicle that causes "bodily injury" or "prop-

© ISO Properties, Inc., 2002

004989

erty damage" to the "insured" is unknown, and if the damage or injury results from an "accident" where there has been no contact between that motor vehicle and the motor vehicle occupied by the "insured", or where there has been no contact with the person of the "insured" if the "insured" was not "occupying" a motor vehicle, then for the "insured" to recover under this endorsement pursuant to Paragraph **a.** of this definition, the "accident" shall be reported promptly to either:

1. The insurer or;
2. A law-enforcement officer having jurisdiction in the county or city in which the "accident" occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

b. Which is an "underinsured motor vehicle".

B. We Will Pay

"We" will pay in accordance with the Virginia Uninsured Motorists Law, all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle".

C. We Will Not Cover – Exclusions

This insurance does not apply to:

1. A "bodily injury" or "property damage" claim settled by the "insured" without "our" consent with anyone who may be legally liable.
2. The direct or indirect benefit of any insurer of property.
3. The first $200 of the total amount of "property damage" as the result of any one "accident" involving an unidentifiable driver or owner of an "uninsured motor vehicle". This exclusion does not apply if the owner or operator of the "uninsured motor vehicle" causing the damage can be identified.
4. Anyone using the "covered auto" without a reasonable belief that the person is entitled to do so.

D. Who Is Insured

1. "You" or any "family member".
2. Anyone else "occupying" a "covered "auto".
3. Anyone for damages he or she is entitled to recover because of "bodily injury" to which this coverage applies, sustained by another "insured" under **1.** or **2.** above.

E. Our Limit Of Liability

1. Regardless of the number of "covered autos", "insureds", claims made or motor vehicles involved in the "accident", the most "we" will pay for all damages resulting from any one "accident" is the limit of **Uninsured Motorists Insurance** shown in the Schedule or Declarations. However, if more than one "covered auto" is involved in the same "accident", the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations will apply separately to each of these "covered autos". Such limit of insurance shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act.
2. Except with respect to an "underinsured motor vehicle", damages otherwise payable under this coverage:
   a. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible.
   b. With respect to an employee of a self-insured employer, shall be reduced by all sums paid or payable because of "bodily injury" under a workers' compensation law.

F. Conditions

The conditions applicable to this coverage are as follows:

1. **Other Insurance**
   a. For "bodily injury" to an "insured" while "occupying" a motor vehicle that is not a "covered auto", this coverage shall apply only as excess insurance over any other similar insurance available to that "insured" and applicable to that motor vehicle as primary insurance. However, this paragraph does not apply to an "underinsured motor vehicle".
   b. Except as provided in Paragraph **a.** above, if the "insured" has other similar "bodily injury" insurance available to him or her and applicable to the "accident", "we" shall not be liable for a greater proportion of any "loss" to which this coverage applies than the limit of liability for this coverage bears to the sum of the applicable limits of liability of this insurance and such other insurance. However, this provision does not apply to an "underinsured motor vehicle".

© ISO Properties, Inc., 2002

c. For "property damage", **Uninsured Motorists Insurance** is excess over all other collectible insurance of any kind applicable to the "property damage".

d. If the injured person is entitled to underinsured motorists coverage under more than one policy, the following order of priority applies and any amount "available for payment" shall be credited against such policies in the following order of priority:

(1) The policy covering a motor vehicle "occupied" by the injured person at the time of the "accident".

(2) The policy covering a motor vehicle not involved in the "accident" under which the injured person is a named insured.

(3) The policy covering a motor vehicle not involved in the "accident" under which the injured person is other than a named insured.

If there is more than one insurer providing coverage under one of the payment priorities set forth in Paragraph **d.** above, we will pay only "our" share of the "loss". "Our" share is the proportion that "our" limit of liability bears to the total of all limits applicable on the same level of priority.

2. Our Right To Recover From Others

If "we" make any payment, "we" are entitled to recover what "we" paid from other parties. Any person to or for whom "we" make payment must transfer to "us" his or her rights of recovery against any other party. The person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

3. Legal Action Against Us

No legal action may be brought against "us" until there has been full compliance with all the terms of the policy.

4. Changes

If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of the change.

5. Transfer Of Rights And Duties

"Your" rights and duties under this endorsement may not be assigned without "our" written consent.

6. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve "us" of any obligations under this endorsement.

7. Policy Period, Coverage Territory

Under this endorsement, "we" cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America

b. The territories and possessions of the United States of America.

c. Puerto Rico; and

d. Canada

"We" also cover "loss" to, or "accidents" involving, a "covered auto" while being transported between any of these places.

8. Concealment, Misrepresentation, Or Fraud

Coverage for "your" claim under this endorsement is void in any case of fraud by "you" at any time as it relates to this coverage. It is also void if "you", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This endorsement;

b. The "covered auto";

c. "Your" interest in the "covered auto"; or

d. A claim under this coverage.

9. Premium Audit

a. The estimated premium for this endorsement is based on the exposures "you" told "us" "you" would have when this policy began. "We" will compute the final premium due when "we" determine "your" actual exposures. The estimated total premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the First Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this endorsement will be computed annually, based on "our" rates or premiums in effect at the beginning of each year of the policy.

© ISO Properties, Inc., 2002

004990

10. Arbitration

a. If "we" and an "insured" disagree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

"You" are not required to arbitrate; however, if both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. "We" will pay all arbitration expenses if "we" request arbitration. If an "insured" requests the arbitration, each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision can be reached by two of the arbitrators but will not be binding.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Uninsured Motorists Coverage "Bodily Injury" and "Property Damage"	$ SEE CAT030	Each "Accident"
Underinsured Motorists Coverage "Bodily Injury" and "Property Damage"	$	Each "Accident"

The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "X" is entered below:

[X] If an "X" is entered in this box, only the definition of "uninsured motor vehicle" applies.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".
2. With respect to damages resulting from an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2002

a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. The first $300 of the amount of "property damage" to the property of each "insured" as a result of any one "accident" caused by an "uninsured motor vehicle".
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "Bodily injury" or "property damage" if that "bodily injury" or "property damage" is sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form.
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" under this Coverage Form.
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

   However, with respect to Uninsured Motorists Coverage, this Exclusion **7.** applies only to the extent that the limits of liability of this coverage exceed the statutory minimum amount of Uninsured Motorists Coverage.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured or Underinsured Motorists Coverage shown in the Schedule.
2. In no event will an "insured" be entitled to receive duplicate payment for the same elements of "loss".

E. Changes In Conditions

The Conditions of the policy are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

© ISO Properties, Inc., 2002

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. If physically able, promptly notify the police if a hit-and-run driver is involved, unless the "accident" has already been investigated by the police; and

   b. Promptly send us copies of the legal papers if a suit is brought.

   A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

   Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

   b. We also have a right to recover the advanced payment.

   We do not have a right of recovery against anyone who has a liability bond or policy which is in whole or part uncollectible because the insuring or bonding company is or becomes insolvent or has been placed in receivership.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

   a. A covered "auto", or

   b. Property contained in the covered "auto"; or

   c. Any other property (except an "auto") owned by an "insured" and located in West Virginia.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the West Virginia Motor Vehicle Safety Responsibility Law; or

   b. For which an insuring or bonding company legally denies coverage or its bond or policy is in whole or part uncollectible because the company is or becomes insolvent or has been placed in receivership; or

   c. For which neither the driver nor owner is identifiable. The vehicle or "trailer" must either:

      (1) Hit an "insured", an "insured's" property, a covered "auto" or a vehicle an "insured" is "occupying"; or

      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

   The facts of the "accident" must be proven by sufficient independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage.

© ISO Properties, Inc., 2002

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" or "property damage" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

	Limit
Uninsured Motorists Coverage	$ SEE CAT030 Each "Accident"
Underinsured Motorists Coverage	$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought against an uninsured or underinsured motorist is not binding on us unless we have:
   a. Received reasonable notice of the commencement of the "suit" resulting in judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.

© ISO Properties, Inc., 2000

004993

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. An Individual Named Insured while "occupying" by a vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota no-fault insurance act, while using a covered "auto" which is owned by the Named Insured.
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
   a. With an "uninsured motor vehicle" is the limit of Uninsured Motorists Coverage shown in the Schedule.
   b. With an "underinsured motor vehicle" is the limit of Underinsured Motorists Coverage shown in the Schedule.

   We will apply the limit of liability for each of these coverages as shown in the Schedule to provide separate limits required by law for uninsured and underinsured "bodily injury" liability.
2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under Personal Injury Protection applicable to the same element of loss.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, Medical Payments Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage and Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other applicable insurance" applies only to other collectible uninsured motorists insurance and is replaced by the following:
   a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", only:
      (1) The Limit of Insurance for Uninsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.
      (2) The Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.
   b. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any

© ISO Properties, Inc., 2000

vehicle, the following priorities of recovery apply:

First Priority The policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".

Second Priority Any Coverage Form or policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

(1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

(2) Where there is applicable insurance available under the first priority:

(a) The Limit of Insurance applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority, shall first be exhausted; and

(b) If there is other applicable insurance available under one or more policies or provisions of coverage:

The maximum recovery in the second priority under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

If the coverage under this coverage form is provided:

(i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

(3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits in the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

For an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:

(1) Identify the "insured", the owner or driver of the "underinsured motor vehicle", and the insurer of the "underinsured motor vehicle";

(2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and

(3) Disclose the agreed upon amount of the tentative settlement; and

b. Allow us 30 days to advance payment to that "insured" in an amount equal to the

© ISO Properties, Inc., 2000

004994

tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following and supersedes any provision to the contrary:

   a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   c. For an "underinsured motor vehicle", Paragraph **3.a.** of the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply if:

      (1) We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

      (2) We fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

      If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

      (2) We also have a right to recover the advance payment.

   d. Our rights under Paragraph **3.a.** of this condition do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

   e. Our rights under this condition do not apply against a person who is 21 years of age or older who:

      (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

      (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

      and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

   f. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

4. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

© ISO Properties, Inc., 2000

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. To which **(1)** no bodily injury liability bond or policy applies at the time of an "accident" or **(2)** a bodily injury liability bond or policy applies at the time of the "accident" but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Minnesota No-Fault Automobile Insurance Act;
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".

   However, "uninsured motor vehicle" does not include any vehicle or equipment:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who **(1)** denies coverage, **(2)** is or becomes insolvent or **(3)** cannot provide the amounts required by that motor vehicle law;
   b. Designed for use mainly off public roads while not on public roads;
   c. That is an "underinsured motor vehicle";
   d. Owned by or furnished or available for the regular use of an "insured";
   e. Operated on rails or crawler treads; or
   f. While located for use as a residence or premises.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-Fault Automobile Insurance Act but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

   However, "underinsured motor vehicle" does not include any vehicle or equipment:
   a. For which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company **(1)** denies coverage or **(2)** is or becomes insolvent;
   b. Designed for use mainly off public roads while not on public roads;
   c. That is an "uninsured motor vehicle";
   d. Owned by or furnished or available for the regular use of an "insured";
   e. Operated on rails or crawler treads; or
   f. While located for use as a residence or premises.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not

© ISO Properties, Inc., 2004

a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Insurance shown in the Schedule or Declarations.

   We will apply the limit shown in the declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

   a. $20,000 for "bodily injury" to any one person caused by any one "accident", and

   b. $40,000 for "bodily injury" to two or more persons caused by any one "accident".

   This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Insurance Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

© ISO Properties, Inc., 2004

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions.

As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

(1) $50,000 for "bodily injury" to any one person/$100,000 for "bodily injury" to two or more persons caused by any one "accident"; or

(2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged; or

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a

© ISO Properties, Inc., 2004

vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2000

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our consent if the settlement or judgment prejudices our right to recover payment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" sustained by an "insured" while "occupying" or when struck by any motor vehicle that is owned by or provided for the regular use of that "insured" for which the security required by Kansas law is not in effect.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. We will apply the limit shown in the Schedule or Declarations to first provide the separate limits required by Kansas law as follows:
   a. $25,000 for "bodily injury" to any one person caused by any one "accident", and
   b. $50,000 for "bodily injury" to two or more persons caused by any one "accident".

   This provision will not change our total limit of liability.
2. The limit for damages resulting from "bodily injury" caused by a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" applies separately from the limit for a vehicle described in Paragraphs **a.**, **c.** and **d.** of that definition.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if the person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law or personal injury protection coverage.
4. Any amount paid under this insurance will reduce any amount an "insured" may be paid under the Coverage Form's Liability Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are changed by addition of the following:
   a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
   b. If there is other applicable insurance available under one or more policies or provisions of coverage, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved, and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
   c. A person seeking Uninsured Motorists Coverage must also:
      (1) Notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
      (2) Allow us 60 days after receipt of the written notice to advance payment to

© ISO Properties, Inc., 2000

that "insured", in an amount equal to the tentative settlement, to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

Such written notice shall include written documentation of all damages incurred, copies of all medical bills and written authorization or a court order to obtain reports from all employers and medical providers.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. We do not have a right of recovery with respect to damages resulting from an "accident" with a vehicle described in Paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle" to which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company is or becomes insolvent.

   c. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

      (1) Have been given written notice by certified mail of a tentative agreement between the "insured" and the insuring company of the owner or operator of the underinsured motor vehicle to settle for liability limits; and

      (2) Fail to advance payments to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of the notice.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

      (2) We also have a right to recover the advance payment.

4. **The Two Or More Coverage Forms Or Policies Issued By Us** General Condition does not apply.

5. **The Concealment, Misrepresentation Or Fraud** General Condition does not apply.

6. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If the parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators will not be binding.

   c. Once arbitration is agreed to by both parties, either party has the right to bring arbitration under K.S.A. Sections 5-201 – 5-213 inclusive, in lieu of the arbitration procedure provided in this condition.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by Kansas law, or

© ISO Properties, Inc., 2000

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by Kansas law, but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. For which neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

	Limit
Uninsured Motorists Coverage	$ SEE CAT030 Each "Accident"
Underinsured Motorists Coverage	$ SEE CAT030 Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements.
3. No judgment for damages arising out of a "suit" brought against, or settlement entered into with, the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in judgment or the negotiations resulting in settlement; and
   b. Had a reasonable opportunity to protect our interests in the "suit" or settlement.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2004

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the applicable limit of Uninsured Motorists Coverage and Underinsured Motorists Coverage shown in the endorsement Schedule. However, subject to the provisions in **D.1.a.** and **b.** below, in the case of an "accident" involving both an "uninsured motor vehicle" and an "underinsured motor vehicle", the most we will pay is both the limit of Uninsured Motorists Coverage and the limit of Underinsured Motorists Coverage shown in the endorsement Schedule.
   a. The limit entry for Uninsured Motorists Coverage in the endorsement Schedule applies only to "uninsured motor vehicles" as defined in Paragraph **F.3.** of the Additional Definitions Section.
   b. The limit entry for Underinsured Motorists Coverage in the endorsement Schedule applies only to "underinsured motor vehicles" as defined in Paragraph **F.4.** of the Additional Definitions Section.
2. No one will be entitled to receive duplicate payments for the same elements of "loss".

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
3. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", the limit of liability shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
4. Any amount paid under this coverage will reduce any amount an "insured" may be paid under this Coverage Form's Liability Coverage.

E. Changes In Conditions

The following Condition is changed for Uninsured Motorists Coverage only:

Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold

© ISO Properties, Inc., 2004

005000

the proceeds in trust for us and pay us back the amount we have paid.

The Conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

   b. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision reached by two of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, or

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

   c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified or which causes an "accident" resulting in "bodily injury" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, ex-

© ISO Properties, Inc., 2004

cept a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of an "accident", but the amount paid for "bodily injury" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads;

d. Which is an "uninsured motor vehicle"; or

e. For which an insuring or bonding company denies coverage or is or becomes insolvent.

© ISO Properties, Inc., 2004

005001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in Rhode Island, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

"Bodily Injury" and "Property Damage"	$ 1,000,000	Each "Accident"
	or	
"Bodily Injury"	$	Each "Accident"

This endorsement provides "bodily injury" and "property damage" uninsured motorists coverage unless an "X" is entered below.

☐ If an "X" is entered in this box, this endorsement provides "bodily injury" uninsured motorists coverage only.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" because of:
   a. "Bodily injury" sustained by an "insured" and caused by an "accident", and
   b. "Property damage" caused by an "accident".

   The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured or any "family member" is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
   c. The Named Insured for "property damage" only.

© ISO Properties, Inc., 2002

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of:
   a. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law, or
   b. Any insurer of property.
3. The first $200 of the total amount of "property damage" as a result of any one "accident". This exclusion does not apply if the covered "auto" is:
   a. Parked and unattended at the time of the "accident";
   b. Struck by an "uninsured motor vehicle" being driven the wrong way on a one way street;
   c. Struck in the rear by an "uninsured motor vehicle"; or
   d. Struck by a stolen vehicle.
4. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" or struck by any vehicle owned by such Named Insured or any "family member" that is not a covered "auto".
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to the maximum limit of liability for all damages:
   a. The most we will pay for all damages sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle an "insured" was "occupying" at the time of the "accident".
   b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

   A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".
2. However, any amount we pay for a damaged "auto" will be limited to the lesser of the following amounts:
   a. The actual value of the damaged "auto" as of the time of the "accident"; or
   b. The cost of repairing the damaged "auto" or replacing it with other of like kind and quality.
3. No one will be entitled to recover duplicate payment for the same elements of "loss" under this Coverage and any Liability Coverage Form, other property or physical damage insurance or Medical Payments Endorsement attached to this Coverage Part.

   We will not make duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payments for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Rhode Island Uninsured Motorists Coverage as follows:

1. **Other Insurance** applies except as follows:
   a. For "property damage", this insurance is excess over all collectible insurance of any kind.
   b. For "bodily injury", the reference in **Other Insurance** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   The Named Insured and any involved "insured" must:

© ISO Properties, Inc., 2002

a. Promptly notify the police if "bodily injury" results from an "accident" involving a hit-and-run driver;

b. Promptly send us copies of the legal papers if a "suit" is brought; and

c. If "property damage" is involved, provide us with the name and address of the owner or driver of the "uninsured motor vehicle".

3. The **Legal Action Against Us** provision is replaced by the following:

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form; and

b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within three years after the date of the "accident", we or the "insured" have made a written demand for arbitration in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.

5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

6. The **Arbitration** Condition is replaced by the following for uninsured motorists coverage:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the covered "auto", including its loss of use, and any property, excluding business property, owned by the "insured" while contained in the covered "auto".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent;

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified; or

e. That causes "bodily injury" or "property damage" to an "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of evidence that the "bodily injury" or "property damage" resulted from the negligence of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, the District of Columbia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

[X] If an "X" is entered in this box, Paragraph **b.** of the definition of "uninsured motor vehicle" does not apply.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements: or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "underinsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2000

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
8. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
9. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Personal Injury Protection Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
3. We will not pay for "property damage" that is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
   c. If coverage under this Coverage Form is provided:

© ISO Properties, Inc., 2000

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insurer, owner, or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage, and

   b. We also have a right to recover the advanced payment.

4. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the "insured" may request that the claim be resolved by the Board of Consumer Claims Arbitration for the District of Columbia. However, disputes concerning coverage under this endorsement may not be arbitrated. If we agree to arbitrate before the Board, the Board may hear and decide the matter. A decision reached by the Board will be binding.

   b. However, if we do not agree to arbitration before the Board, the Board will not arbitrate the matter. In such case, either party may make a written demand for arbitration under the provisions of this Paragraph **b.** However, disputes concerning coverage under this endorsement may not be arbitrated. If a demand for arbitration under this Paragraph **b.** is made, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days on the selection of a third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. A decision agreed to by two or more of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means destruction of:

© ISO Properties, Inc., 2000

a. A covered "auto";

b. Property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an Individual, any "family member"; or

c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".

2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by District of Columbia law;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by District of Columbia law, but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in, Connecticut, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

		LIMIT
Uninsured Motorists Coverage	$ SEE CAT030	Each "Accident"
Underinsured Motorists Coverage	$ SEE CAT030	Each "Accident"

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

☐ If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a set-

© ISO Properties, Inc., 2003

005005

tlement made with the insurer of an "underinsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Or Underinsured Motorists Coverage shown in the Schedule or Declarations.

   The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".
2. The Limit of Insurance shall be reduced by:
   a. All sums paid or payable under any workers' compensation or similar law.
   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Connecticut Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** is replaced by the following:

   If there is other applicable similar insurance available under one or more policies or provisions of coverage:
   a. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary, secondary or excess basis.
   b. Subject to Paragraph **1.a.** above, with respect to "bodily injury" to an "insured" while:
      (1) "Occupying" a vehicle owned by that "insured", only the Uninsured/Underinsured Motorists Coverage applica-

© ISO Properties, Inc., 2003

ble to that vehicle will apply, and no other policies or provisions of coverage will apply.

(2) "Occupying" a vehicle not owned by that "insured", or while not "occupying" any vehicle, the following priorities of recovery apply:

FIRST The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

SECOND Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as an individual Named Insured.

THIRD Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as a "family member".

c. With respect to the second and third priorities, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident".

c. Paragraph **3.b.** above of this condition does not apply if, within three years after the date of the "accident", we and the "insured" agree to arbitration in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

a. With respect to damages caused by an "accident" with an "uninsured motor vehicle":

(1) If any person or organization has rights to recover damages from another, that person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

(2) If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

(3) If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. With respect to damages caused by an "accident" with an "underinsured" motor vehicle, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.

5. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle", or do not agree as to the amount of damages, then the matter may be arbitrated. Both parties must agree to arbitration. If the amount of damages the "insured" demands is $40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than $40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses

© ISO Properties, Inc., 2003

it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.

F. Underinsured Motorists Conversion Coverage

If the Schedule or Declarations indicate that Underinsured Motorists Conversion Coverage applies, the following provisions apply:

1. The definition of "underinsured motor vehicle" is replaced by the following:

   "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".

2. With respect to coverage provided under the above definition of "underinsured motor vehicle", Paragraph **2.** of the Limit Of Insurance Provision does not apply.

G. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. To which no bodily injury liability bond or policy applies at the time of the "accident".

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

      (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or

      (2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

   b. Owned by a governmental unit or agency; or

   c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies applicable at the time of the "accident" is less than the Limit of Insurance of this coverage.

   However, "underinsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law;

   b. Owned by a governmental unit or agency;

   c. Designed for use mainly off public roads while not on public roads; or

   d. For which an insuring or bonding company denies coverage or is or becomes insolvent.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Vermont, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Liability

Bodily Injury:	**$** SEE CAT030	**Each "Accident"**
Property Damage:	**$ 10,000**	**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under the coverage selected under this endorsement only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

© ISO Properties, Inc., 2005

005007

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled by the "insured" or any legal representative of the "insured" with the owner or driver of an "uninsured motor vehicle" without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Damage to:
   a. Any vehicle, or
   b. Any property contained in or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" which is not a covered "auto".
5. The first $150 of the amount of each claim for "property damage" sustained by an "insured" in any one "accident". This deductible applies only to direct physical damage to:
   a. A covered "auto"; or
   b. The property of an "insured".

   However, this exclusion does not apply if there is valid and collectible "auto" physical damage coverage applicable to that damage under this or any other policy.
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage, including any physical damage coverage under this policy.
8. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
   a. For "bodily injury" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations; and
   b. For "property damage" is $10,000 per claim.
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved, and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the

© ISO Properties, Inc., 2005

insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   However, if the "insured" settles with or recovers against any person, any reimbursement due to us under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advance payment.

4. **The Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply.

5. The following condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury to or destruction of the property of an "insured".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy applies at the time of an "accident";
   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but;
      (1) That sum is less than the sum of the limits of this coverage applicable to the "insured"; or
      (2) The available liability insurance has been reduced by payments to others injured in the "accident" to an amount

© ISO Properties, Inc., 2005

which is less than the limits of this coverage applicable to the "insured".

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto", a vehicle an "insured" is "occupying" or the property of an "insured".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency while being used within the scope of permission of that governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Nebraska, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$ SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:
   a. Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Have had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2001

005009

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply:
   a. If such settlement does not adversely affect our rights; or
   b. To a settlement made with the insurer of an "underinsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Liability shown in the Schedule or Declarations.

   The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Uninsured or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an "uninsured motor vehicle", the reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. With respect to damages caused by an "underinsured motor vehicle", **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:
   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other col-

© ISO Properties, Inc., 2001

lectible underinsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

The following priorities of recovery apply:

First The Underinsured Motorists Coverage applicable to the Vehicle the "insured" was "occupying" at the time of the "accident".

Second The Underinsured Motorists Coverage applicable to an "auto" not involved in the "accident" under which the injured person is an "insured".

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

With respect to an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".

b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back that amount we have paid.

b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover the advance payment.

5. The following condition is added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

6. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If both parties so agree, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days,

 © ISO Properties, Inc., 2001

005010

either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy applies at the time of the "accident".
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence provided by an independent and disinterested person, other than the "insured" making the claim or any person "occupying" the covered "auto".

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
   b. Owned by a governmental unit or agency; or
   c. Designed for use mainly off public roads while not on public roads.
4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a "bodily injury" liability bond or policy applies at the time of an "accident" but its limit for "bodily injury" liability is either:
   a. Not enough to pay the full amount the "insured" is legally entitled to recover as damages; or
   b. Reduced by payments to persons other than an "insured", injured in the "accident", to less than the full amount the "insured" is legally entitled to recover as damages.

   However, "underinsured motor vehicle" does not include any vehicle:
   c. Owned by or furnished or available for the Named Insured's regular use or that of any "family member", if the Named Insured is an individual.
   d. Owned by a governmental unit or agency.
   e. Designed for use mainly off public roads while not on public roads.
   f. Owned or operated by a self-insurer under any applicable motor vehicle law.
   g. While located for use as a residence or premises.
   h. Which is an "uninsured motor vehicle".

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Insurance: $ SEE CAT030 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

© ISO Properties, Inc., 2005

005011

1. Any claim settled without our consent. However, this exclusion does not apply:
   a. If such settlement does not prejudice our right to recover payment; or
   b. To a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Liability Coverage.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Maine Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved; and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:
   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle de-

© ISO Properties, Inc., 2005

scribed in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

b. We also have a right to recover the advance payment.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our written consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law.

© ISO Properties, Inc., 2001

3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, underinsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation or similar law, except non-occupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   a. If this Coverage Form and any other Coverage Form or policy providing Uninsured Motorists Coverage apply to the same "accident" and:

   (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Uninsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

   First Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

   Second Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;

   Third Priority The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

   (2) The motor vehicle is not described in Paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

   First Priority The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";

   Second Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

   Third Priority The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

   b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

© ISO Properties, Inc., 2001

005013

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
   a. Promptly notify the proper law enforcement authorities of the "accident", and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
   b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any right of recovery against either the insured of the insolvent insurer, or the North Dakota Guaranty Fund, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.
4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy applies at the time of an "accident";
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
      (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
   b. Owned by a governmental unit or agency;
   c. While located for use as a residence or premises;
   d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or
   e. That is a covered "auto" under this Coverage Form's Liability Coverage.

 © ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

LIMIT OF INSURANCE

$SEE CAT030 Each "Accident"

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if **a.** or **b.** below applies:
   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bonds or policies; and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

© ISO Properties, Inc., 2001

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, uninsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation or similar law, except non-occupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary and Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms is replaced by the following:
   a. If this Coverage Form and any other Coverage Form or policy providing Underinsured Motorists Coverage apply to the same "accident" and:
      (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Underinsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

First Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
Second Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;
Third Priority	The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

      (2) The motor vehicle is not described in Paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

First Priority	The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";
Second Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;

© ISO Properties, Inc., 2001

Third Priority The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the proper law enforcement authorities of the "accident"; and

   b. Promptly send us copies of the legal papers if a suit is brought;

   c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. Our rights do not apply under this provision if we:

      (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle"; and

      (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

      If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

      (2) We also have a right to recover advanced payment from the insurer, or the owner or operator of the "underinsured motor vehicle".

4. The following Condition is added:

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies that apply at the time of an "accident" is either:

© ISO Properties, Inc., 2001

005015

a. Less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy, or

b. Reduced by payments to others injured in the "accident" to less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned by a governmental unit or agency;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent;

c. While located for use as a residence or premises;

d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or

e. That is a covered "auto" under this Coverage Form's Liability Coverage.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE PRIVATE PASSENGER TYPES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

"Property Damage" Uninsured Motorists Coverage

Designation Or Description Of Covered Auto	Premium	Limit Of Insurance
	$ INCL	$ SEE CAT030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If your covered "auto" is of the private passenger type, the following provisions apply:

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after any liability policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property.
3. "Property damage" to a covered "auto" in the amount of:
   a. The first $300, as a result of any one "accident" with a hit-and-run or phantom vehicle.

© ISO Properties, Inc., 2003

b. The first $200, as a result of any one "accident" with any other type of uninsured motor vehicle.

4. "Property damage" to a covered "auto" when it is being used to carry persons or property for a fee.

5. "Property damage" to any motor vehicle owned by you or any "family member" that is not a covered "auto".

6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

7. Punitive or exemplary damages.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage – Property Damage shown in the Schedule.

2. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

3. We will not pay for any "property damage" which is paid or payable under Physical Damage Coverage.

D. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage – Property Damage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. If a hit-and-run or phantom vehicle is involved, you or someone on your behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the accident.

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request

© ISO Properties, Inc., 2003

that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":

(1) The county where the "insured" lives; or

(2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. We will pay all arbitration costs to an "insured" in excess of $100. Arbitration costs to an "insured" shall not include attorney's fees or any expenses incurred in producing evidence or witnessing or making transcripts of the arbitration proceedings.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto".
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupancy" means in, upon, getting in, on, out or off.
4. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. For which an insuring company, within 2 years of the date of the "accident", becomes voluntarily or involuntarily bankrupt or is placed in receivership;

c. For which an insuring company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit a covered "auto" or a vehicle an "insured" is "occupying".

However, in the event that a hit-and-run vehicle causes "property damage" without hitting a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the accident.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads; or

d. Owned by or furnished for the regular or frequent use of you or any "family member".

© ISO Properties, Inc., 2003

005017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUERTO RICO SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modffies Insurance provided under the following:

UNINSURED MOTORISTS COVERAGE

SCHEDULE

"Bodily Injury"	$ 5,000	Each Person
	$ 10,000	Each "Accident"

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

Paragraph 1. of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of Insurance is as follows:
   a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" shown in the Schedule for each person.
   b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident."

Copyright, Insurance Services Office, Inc., 1991

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

The following Limit of Compensation shall apply as indicated below:

Personal Injury Protection for "Bodily Injury"	Limit of Compensation	Premium
☐ Single Limit	$30,000 each "accident"	$
or		INCL
☒ Split Limits	$15,000 each person $30,000 each "accident"	

A Personal Injury Protection coverage deductible of $ applies to you or you and "family members" as indicated below:

☐ You

☐ You and "Family Members"

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

A. Coverage

1. Personal Injury Protection

We will pay, in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, Personal Injury Protection benefits to or for the benefit of the "injured person" who sustains "bodily injury" caused by an "accident" arising out of the ownership, maintenance or use of a "motor vehicle" as a motor vehicle and incurred within two years from the date of the "accident".

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

a. Medical expenses. Reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance, and professional nursing services, prosthetic devices and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

b. Funeral expenses. Reasonable and necessary expenses for professional funeral services and all customary charges, which may include a burial plot.

c. Loss of earnings. Any amount actually lost, net of taxes on income which would have applied, by reason of inability to work and earn wages or salary or their equivalents that would otherwise have been earned in the normal course of an "injured person's" employment but not other income, but loss of earnings does

Copyright, Insurance Services Office, Inc., 1997

not include any loss after the death of an "injured person".

d. Substitute service expenses. Reasonable and necessary extra expense for personal services which would have been performed by the "injured person" had he or she not been injured.

2. Damage To Property Other Than A Motor Vehicle

We will pay in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, for accidental damage which occurs during the policy period to property damaged in an "accident" involving the "insured motor vehicle", other than damage to a "motor vehicle".

B. Who Is An Insured

1. You.

2. If you are an individual, any "family member".

3. Any person while occupying the "insured motor vehicle".

4. Any person injured in an "accident" involving the "insured motor vehicle", other than an occupant of another "motor vehicle".

C. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

a. Any person while the "motor vehicle" is used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the coverage part.

b. Any person while occupying a "motor vehicle" located for use as a residence or premises.

c. Any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

d. Any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

e. Any person while operating the "insured motor vehicle" without your express or implied consent.

f. Any person if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:

(1) Causing "bodily injury" to himself or herself intentionally; or

(2) While committing a felony.

g. Any person, other than you or any "family member", while a pedestrian, if the accident occurs outside the State of Delaware.

h. You or any "family member" while occupying or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" (other than the "insured motor vehicle") with respect to which the insurance required by the Delaware Motorists Protection Act is in effect.

i. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" owned by or furnished or available for the regular use of you or any "family member" if such "motor vehicle" is not an "insured motor vehicle".

2. Damage To Property Other Than A Motor Vehicle

We will not pay benefits for:

a. Damage to any property while the "insured motor vehicle" is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the coverage part.

b. Damage to any property while the "insured motor vehicle" is located for use as a residence or premises.

c. Damage to any property resulting from radioactive contamination.

d. Damage to any property due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing.

e. Damage to any property while the "insured motor vehicle" is used without your express or implied consent.

Copyright, Insurance Services Office, Inc., 1997

f. Damage to aircraft, watercraft, self-propelled mobile equipment and to any property in or upon any of the aforementioned.

g. Damage to any property in or upon any "motor vehicle".

h. Damage to any property owned by, rented to or leased by you or any "family member".

D. Limit Of Insurance

1. Personal Injury Protection

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage is as follows, provided that, the payment for funeral expenses included in the following shall in no event exceed $5,000 for any one person:

a. If the Schedule indicates a single limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" as a result of any one "accident" shall be $30,000. We will apply the limit of compensation to provide any separate limits required by law for personal injury protection benefits.

b. If the Schedule indicates an "each person" and "each accident" limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" sustained by one "injured person" as the result of any one "accident" shall be $15,000 and, subject to the above provision respecting one "injured person", the total limit of compensation payable by us for all loss and expense arising out of "bodily injury" sustained by two or more "injured persons" as the result of any one "accident" shall be $30,000.

The total amount of any applicable deductible shall be deducted from the total amount of all sums which we are obligated to pay for all loss and expense arising out of "bodily injury" sustained by one or more "injured persons" to whom such deductible applies as the result of any one "accident" and, subject to the foregoing, the total limit of compensation payable by us with respect to loss and expense of such "injured person" or persons shall be the difference between such deductible amount and the limit of compensation specified in the coverage part.

2. Damage To Property Other Than A Motor Vehicle

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage for all damage to property as the result of any one "accident" shall be $10,000.

E. Changes In Conditions

The conditions are changed for Delaware Personal Injury Protection Coverage as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt written notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "injured person's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "injured person" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "injured person's" own cost.

(2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

(4) Authorize us to obtain medical reports, copies of records and loss of earnings information or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

Copyright, Insurance Services Office, Inc., 1997

(6) As promptly as practical and in no event more than two years after expenses are incurred, give us written proof of claim, under oath if required.

c. If an "injured person" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

d. If there is "loss" to an "insured motor vehicle" or its equipment you must also do the following:

(1) Promptly notify the police if the "insured motor vehicle" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the "insured motor vehicle" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the "insured motor vehicle" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

e. In the event of loss to property other than a motor vehicle:

(1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at our request; and

(2) Within 91 days after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

2. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance—Primary And Excess Insurance Provisions** in the Truckers And Motor Carrier Coverage Forms is amended by the addition of the following:

For damage to property other than a "motor vehicle", this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the "insured motor vehicle" would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.

3. **Policy Period, Coverage Territory** is amended by the addition of the following:

For damage to property other than a "motor vehicle", we cover "accidents" and "losses" occurring during the policy period shown in the Declarations and in the State of Delaware.

The following conditions are added:

COORDINATION AND NON-DUPLICATION

1. For Personal Injury Protection benefits, no "injured person" shall recover duplicate Personal Injury Protection payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.

2. For Personal Injury Protection benefits, this coverage is excess to any other similar automobile coverage available:

a. To an "injured person" as a result of "bodily injury" sustained while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a "motor vehicle" with respect to which the security required under the Delaware Motorists Protection Act is in effect; or

b. To an "injured person", other than a resident of the State of Delaware, as a result of "bodily injury" sustained while "occupying" the "insured motor vehicle" if the "accident" occurs outside the State of Delaware.

3. Any automobile medical payments coverage and any uninsured motorists coverage provided under this policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for Personal Injury Protection and for Damage to Property Other Than a Motor Vehicle.

Copyright, Insurance Services Office, Inc., 1997

DENTAL OR SURGICAL PROCEDURES, MEDICAL EXPENSE AND LOSS OF EARNINGS

For Personal Injury Protection benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and "loss of earnings", the necessity of which have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the "accident", which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the "accident". We shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed ninety days.

ARBITRATION

We shall submit to arbitration any claim for Personal Injury Protection benefits provided by this endorsement, and any claim for damage to a "motor vehicle", including loss of use of such vehicle; provided the person claiming loss or damage shall make a written request for arbitration to the Insurance Commissioner of the State of Delaware within 90 days from the date an offer of settlement or denial or coverage or liability has been made by us.

STATUTORY PROVISION

Notwithstanding any of the terms and conditions of the policy, the coverage afforded under this insurance is, subject to its terms and conditions, at least as extensive as the minimum coverage required by Del. Code Ann. Tit. 21, Chapter 21, SUBCHAPTER 1.

F. Additional Definitions

1. The definition of "auto" in the **Definitions** Section does not apply. The following definition of "motor vehicle" applies instead:

   a. Personal Injury Protection

   "Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks.

   b. Damage To Property Other Than A Motor Vehicle

   "Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Motor vehicle" also includes self-propelled mobile equipment.

2. The definition of "insured" in the **DEFINITIONS** Section does not apply. The following definition of "injured person" applies instead:

   "Injured person" means:

   a. Any person injured while occupying the "insured motor vehicle";

   b. Any person injured in an "accident" involving the "insured motor vehicle"; or

   c. You or any "family member" injured while a pedestrian or while occupying any "motor vehicle", other than the "insured motor vehicle".

3. As used in this endorsement:

   a. "Family member" means members of your immediate family not having a separate household and persons actually residing with and economically dependent upon you.

   b. "Insured motor vehicle" means:

   (1) For Personal Injury Protection, a "motor vehicle" owned by you to which the bodily injury liability coverage of the coverage part applies and which is registered in the State of Delaware.

   (2) For Damage To Property Other Than A Motor Vehicle, a "motor vehicle" owned by you to which the property damage liability coverage of the coverage part applies and which is registered in the State of Delaware.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of $ is applicable to

☐ the following "named insured" only:

☐ each "named insured" and each dependent – "family member".

☐ Work loss for "named insured" does not apply.

☐ Work loss for "named insured" and dependent – "family member" does not apply.

Benefits	Limit Per Person
Total Aggregate Limit	Up to $10,000
Death Benefits	$5,000 (included in aggregate)
Medical Expenses	80% of medical expenses subject to total aggregate limit
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services Expense	subject to total aggregate limit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expense

All reasonable "medically necessary" expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary".

2. Replacement Services Expenses

With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

© ISO Properties, Inc., 2004

3. **Work Loss**

   With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. **Death Benefits**

B. Who Is An Insured

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person:
   a. Caused by his or her own intentional act; or
   b. While committing a felony.
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;
6. To any person, other than the "named insured" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this policy, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be $10,000, provided that payment for Death benefits included within the total aggregate, shall be $5,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.

E. Changes In Conditions

The Conditions are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss**

   In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

   If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third

© ISO Properties, Inc., 2004

party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

2. **Legal Action Against Us** is changed by adding the following:

   a. No legal action may be brought against us until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us:

      (1) Until the claim for benefits is overdue in accordance with Paragraph **E.4.** of this endorsement; and

      (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-Fault Law sent to us via U.S. certified or registered mail; and

      (3) With respect to the overdue claim specified in the demand letter, if, within 15 days of receipt of the demand letter, we:

         (a) pay the overdue claim; or

         (b) agree to pay for future treatment not yet rendered;

      in accordance with the requirements of the Florida Motor Vehicle No-Fault Law.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

   a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.

   b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.

   c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle".

4. The following condition is added:

   Payment Of Benefits

   Personal injury protection benefits payable under this coverage form, whether the full or partial amount, shall be overdue if not paid within 30 days after we are furnished with written notice of the covered "loss" and the amount of the covered "loss" in accordance with the Florida Motor Vehicle No-Fault Law.

5. The **Concealment, Misrepresentation Or Fraud** provision is replaced by the following:

   We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of that "insured's" fraud shall be recoverable from that "insured".

F. Additional Conditions

The following Conditions are added:

1. **Mediation**

   a. In any claim filed by an "insured" with us for:

      (1) "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

      (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or

 © ISO Properties, Inc., 2004

(3) "Loss" to a covered "auto" or its equipment, in any amount,

either party may make a written demand for mediation of the claim prior to the institution of litigation.

b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.

c. The request must state:

(1) Why mediation is being requested.

(2) The issues in dispute, which are to be mediated.

d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. **Modification Of Policy Coverages**

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

3. **Proof Of Claim; Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, we will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. **Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

© ISO Properties, Inc., 2004

005022

5. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:

> The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Policy Period; Territory

The insurance under this Section applies only to "accidents" which occur during the policy period:

a. In the state of Florida;

b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and

c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions

As used in this endorsement:

1. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;

However, "motor vehicle" does not include:

a. A mobile home;

b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

2. "Family member" means a person related to the "named insured" by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the "named insured".

3. "Named insured" means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.

4. "Occupying" means in or upon or entering into or alighting from.

5. "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:

a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;

b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and

c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.

7. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:

a. In accordance with generally accepted standards of medical practice;

b. Clinically appropriate in terms of type, frequency, extent, site and duration; and

c. Not primarily for the convenience of the patient, physician, or other health care provider.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE

	Benefits	Limit
A.	Medical Expenses	Up to $4,500
B.	Rehabilitation Expenses	Up to $4,500
C.	Work Loss	$900 per month maximum, up to 1 year maximum
D.	Essential Service Expenses	Up to $25 per day, up to 365 days maximum
E.	Funeral Expenses	Up to $2,000 per person
F.	Survivor's Loss	$900 per month maximum and $25 per day essential service expenses, both up to 365 days maximum *

*Survivors loss shall be paid for a period not to exceed 1 year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.

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

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Kansas Automobile Injury Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the ownership, operation, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses. All reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, necessary health care rendered by licensed psychologists and also includes services recognized and permitted under the laws of Kansas for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with such person's religious beliefs.
2. Rehabilitation Expenses. All reasonable expenses incurred for necessary psychiatric or psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the "insured" to obtain suitable employment.
3. Work Loss. Loss during the "insured's" lifetime of "monthly earnings" due to such person's inability to engage in available and appropriate gainful activity, provided the "bodily injury" sustained is the proximate cause of such liability.
4. Essential Service Expenses. Appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the "bodily injury", the "insured" would have performed for the benefit of such person or such person's family.

Copyright, Insurance Services Office, Inc., 1997

5. Funeral Expenses. Funeral, burial or cremation expenses incurred.
6. Survivor's Loss. Total allowances to all "survivors" for:
   a. Loss after an "insured's" death of his or her "monthly earnings", and
   b. Essential service expenses incurred after the "insured's" death, reduced by the amount of any expenses of the survivors which have been avoided by reason of the "insured's" death.

B. Who Is An Insured

1. You if you sustain "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
2. If you are an individual, any "family member" if the "family member" sustains "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle" or as a pedestrian through direct physical contact with the "insured motor vehicle" while not "occupying" any "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by you or any "family member" while "occupying" any "motor vehicle" owned by you which is not a covered "auto".
2. Sustained by any person operating the covered "auto" without your express or implied consent.
3. Sustained by any person if such person:
   a. Causes such "bodily injury" to him or herself intentionally,
   b. Is an intentional converter of a "motor vehicle" at the time such "bodily injury" is sustained,
   c. Is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurred off the business premises, or
   d. Is injured as a result of conduct in the course of loading or unloading a "motor vehicle" unless the conduct occurred while "occupying" such "motor vehicle".
4. Sustained by any person other than you if such person is the owner of a "motor vehicle" with respect to which security is required under the Kansas Automobile Injury Reparations Act.
5. Sustained by any person, other than you, injured while "occupying" or when struck by any "motor vehicle" other than a covered "auto", with respect to which the security required by the Kansas Automobile Injury Reparations Act is in effect.
6. Sustained by any person other than you or any "family member" not a resident of Kansas while not "occupying" the covered "auto".

D. Limit Of Insurance

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits for "bodily injury" sustained by any one person in any one "motor vehicle accident" is limited as follows:

1. Medical Expenses shall not include rehabilitation expenses. The maximum amount payable shall not exceed $4,500;
2. Rehabilitation Expenses shall not include medical expenses. The maximum amount payable shall not exceed $4,500;
3. Work Loss shall not exceed:
   a. $900 per month for a period of no more than one year after the date the "insured" first becomes unable to engage in available and appropriate gainful activity, and
   b. Shall be limited to 85% of any such work loss unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. Essential Service Expenses incurred during the lifetime of the "insured" shall not exceed $25 per day for a period not to exceed three hundred sixty-five days after the date such expenses are first incurred;
5. Funeral Expenses shall not exceed $2,000;
6. Survivor's Loss shall not exceed $900 per month for the loss of "monthly earnings" of the "insured" and shall not exceed $25 per day for essential service expenses. All survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.

Copyright, Insurance Services Office, Inc., 1997

7. Any amount payable by us under the terms of this coverage shall be reduced by the amount payable on account of such "bodily injury" under any workers' compensation law.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by the addition of the following:

   a. If an "insured" or such person's legal representative or "survivors" institute legal action to recover damages for "bodily injury", such person must as soon as practicable give us a copy of the summons and complaint or other process served in connection with the legal action.

   b. The "insured" or someone on such person's behalf must as soon as practicable give us written proof of claim, including:

   (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

   (2) Such other information that will help us determine the amount due and payable.

   No claim for personal injury protection benefits shall be made after two years from the date of the "bodily injury".

2. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   a. In the event of recovery by the "insured", such person's dependents or personal representatives by judgment, settlement or otherwise against the party causing "bodily injury" pursuant to K.S.A. Supp. 40-3117, the "insured's" rights shall be transferred to us to the extent of duplicative personal injury protection benefits provided to date of such recovery. We shall have a lien against such recovery and may intervene in any action to protect and enforce such lien. The amount of any judgment in any such action, settlement or recovery otherwise recovered by the "insured", such person's dependents or personal representatives prior to the completion of personal injury protection benefits, otherwise actually paid and recovered which is in excess of the amount of personal injury protection benefits paid to the date of recovery of such judgment, settlement or recovery otherwise shall be credited against future payments of said personal injury protection benefits.

   b. In the event an "insured", such person's dependents or personal representative fails to commence an action against the party causing the "bodily injury" within eighteen months after the date of the "accident" that resulted in injury, such failure shall operate as an assignment to us of any cause of action which the "insured", the dependents or personal representatives of such person may have against the party causing "bodily injury" for the purpose and to the extent of recovery of damages which are duplicative of personal injury protection benefits. We may enforce the action in our name or that of the "insured", representatives or dependents of the "insured" for their benefit as their interest may appear by proper action in any court of competent jurisdiction.

   c. In the event of recovery pursuant to K.S.A. 60-258a, and amendments thereto, any rights transferred to us shall be reduced by the percentage of negligence attributable to the "insured".

   d. Pursuant to this section, the court shall fix attorney fees which shall be paid proportionately by the "insured", such person's dependents or personal representatives and us in the amounts determined by the court.

3. **Concealment, Misrepresentation Or Fraud** does not apply.

4. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

   If two or more insurers or self-insurers are liable to pay personal injury protection benefits for the same injury to any one "insured", the maximum recovery under all applicable policies will not exceed the amount payable under the policy with the highest dollar limits of benefits. Personal injury protection coverage shall be provided in accordance with the following order of priorities, under the policy providing the security required by the Kansas Automobile Injury Reparations Act to:

Copyright, Insurance Services Office, Inc., 1997

First Any "motor vehicle" owned by the "insured";

Second The "motor vehicle" the "insured" was "occupying" or struck by at the time of the "accident"; or

Third The covered "auto", for injury sustained by a "family member" while "occupying" or when struck by any "motor vehicle" outside the state of Kansas, who is not a "named insured" under a separate policy.

5. **The Policy Period, Coverage Territory Condition** is replaced by the following:

   This coverage part applies only to "accidents" which occur during the policy period:

   a. In the state of Kansas, and

   b. With respect to the "named insured" or "family member", while "occupying" or when struck by any "motor vehicle", outside the state of Kansas but within the United States of America, its territories or possessions, or Canada.

6. The following conditions are added:

   PAYMENT OF BENEFITS

   Personal injury protection benefits payable under this coverage form shall be overdue if not paid within thirty days after we are furnished written notice of the fact of a covered "loss" and the amount of the covered "loss". Work loss that is payable under this coverage form shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty days after such written notice is furnished to us. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per year.

   COORDINATION AND NON-DUPLICATION

   a. Any "auto" medical payments coverage provided under this coverage part shall be excess insurance over any personal injury protection benefits paid or payable under this or any other "auto" insurance policy because of "bodily injury" sustained by an "insured".

   b. In the event that there is a conflict between the provisions of this endorsement and the provisions of the coverage form to which it is attached, the provisions of the coverage form are superseded by the provisions of this endorsement.

   c. Terms of this coverage form which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

F. **Additional Definitions**

   As used in this endorsement:

   1. "Insured motor vehicle" means a "motor vehicle" of which the "named insured" is the owner and with respect to which:

      a. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged; and

      b. The "named insured" is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act.

   2. "Monthly earnings" means:

      a. One-twelfth of the annual earnings, at the time the "bodily injury" was sustained, of an "insured" who is regularly employed or regularly self-employed; or

      b. One-twelfth of the anticipated annual earnings of an "insured" who is not regularly employed or self-employed, or who is unemployed, from the time such person would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed "insured" who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five years preceding the year of such person's "bodily injury", during which such person was employed; or

      c. With respect to Survivor's Loss in the event of death of an "insured" who was a social security recipient or a retirement or pension benefit recipient, or both, at the time of such "insured's" death, one-twelfth of the annual amount of the difference between the annual amount of social security benefits or retirement benefits, or both, which the "insured" was receiving at the time of such person's death and the annual amount of social security benefits or retirement benefits, or both, that the

 Copyright, Insurance Services Office, Inc., 1997

survivor is receiving after the time of such "insured's" death.

3. "Motor vehicle" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semitrailer, or pole trailer designed for use with such a vehicle; but shall not include a motorized bicycle.
4. "Named insured" means the individual named in the declarations and also includes such person's spouse, if a resident of the same household, and also includes the owner.
5. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
6. "Occupying" means in or upon or entering into or alighting from.
7. "Survivor" means a deceased "insured's" spouse, or child under the age of eighteen years, where such person's death resulted from a "bodily injury".

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

The Company will pay Personal Injury Protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 39 incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

1. Medical Expense

Reasonable charges incurred for reasonably needed products, services, and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services, and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semiprivate accommodations, unless intensive care is medically required.

2. Work Loss

Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her.

3. Replacement Services Loss

Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured.

4. Survivor's Economic Loss

Loss after the "insured's" death of contributions of things of economic value to his "survivors", not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of "survivors" avoided by reason of the eligible injured person's death.

5. Survivor's Replacement Services Loss

Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss.

6. Funeral Expense

Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

B. Who Is An Insured

1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall

 Copyright, Insurance Services Office, Inc., 2000

not be an "insured", unless personal injury protection coverage has subsequently been purchased for such person under this policy, or

2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle", provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "relative", who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by, any "motor vehicle", other than the "insured motor vehicle", with respect to which the security required under the Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
3. Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle".
4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.
5. Sustained by any "pedestrian", other than the "named insured" or any "relative", outside the Commonwealth of Kentucky.
6. Sustained by any person, other than the "named insured" or any "relative" while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

   This exclusion does not apply to "bodily injury" sustained by any occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies.
7. Sustained by any person arising out of the use of any "motor vehicle" while located as a residence or premises.
8. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
9. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
10. Sustained by any person while "occupying" a motorcycle, unless the Declarations indicates a premium for Motorcycle Personal Injury Protection Coverage.
11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the Company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $10,000 in the aggregate, and subject to such aggregate limit:

Copyright, Insurance Services Office, Inc., 2000

005026

a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss, and survivor's replacement services loss shall not exceed $200 per week in the aggregate prorated for any lesser period, provided that if the "insured's" earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;

b. The maximum amount payable for funeral expense shall not exceed $1,000.

2. Any amount payable by the Company under the terms of this coverage shall be reduced by any applicable deductible set forth in the declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that, a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:

a. All benefits or advantages a person receives or is entitled to receive from workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.

b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the Company reasonable proof of a lower value of the income tax advantage.

E. Changes In Conditions

The Conditions are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

a. In the event of an "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the Company or any of its authorized agents as soon as practicable.

b. As soon as practicable, the "insured" or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the Company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

3. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident", the maximum recovery under all such

 Copyright, Insurance Services Office, Inc., 2000

insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

4. The following Conditions are added:

EXCESS COVERAGES

1. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured";
2. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

NON-DUPLICATION OF BENEFITS

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans.

CONSTITUTIONALITY CLAUSE

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

NOTICE TO POLICYHOLDERS

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury". Kentucky Revised Statutes Section 304.39-060 provides in part:

(1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this Act, and in particular those provisions which are contained in this section.

(2) (a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance, or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury", sickness or disease to the extent the basic reparation benefits provided in this Act are payable therefor, or that would be payable but for any deductible authorized by this Act, under any insurance policy or other method of security complying with the requirements of this Act, except to the extent non-economic detriment qualifies under subsection **(2)(b)** hereof.

(b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this Act, or against any person or organization legally responsible for his acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury", sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this Act exceed $1,000.00 or the injury or disease consists in whole or in part of permanent disfigurement, a

Copyright, Insurance Services Office, Inc., 2000

fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death.

Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least $1,000.

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within subsection **(1)** of this section.

(3) Any person may refuse to consent to the limitations of his tort rights and liabilities as contained in this section. Such rejection must be in writing in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply....

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury".

F. Additional Definitions

As used in this endorsement:

1. "Named insured" means the person or organization named in the declarations.
2. "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.
3. "Insured motor vehicle" means a "motor vehicle" with respect to which:

a. The "bodily injury" liability insurance of the policy applies and for which a specific premium is charged, and

b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.

4. "Occupying" means in or upon, entering into or alighting from.
5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.
6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage, or adoption including a minor in the custody of the "named insured", spouse or such related person who is a resident of the same household as the "named insured", whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.
7. "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

 Copyright, Insurance Services Office, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Maryland, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Personal Injury Protection Benefits	**Total Aggregate Amount**
Medical expense benefits, income continuation benefits and essential services benefits	[X] $2,500 per "insured

In consideration of a reduction in premium, the following Personal Injury Protection waiver option applies as indicated below or in the Declarations:

[ ] If you are an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:

1. You;
2. Any "family member" aged 16 or over; and
3. All drivers shown on the Coverage Form.

[ ] If you are other than an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:

1. You; and
2. All drivers shown on the Coverage Form.

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

A. Coverage

We will pay Personal Injury Protection benefits for loss and expense incurred because of "bodily injury" sustained by an "insured" and caused by an "accident" involving an "auto" as follows:

1. Medical expense benefits to or on behalf of each "insured". All reasonable expenses arising from the "accident" and incurred within three years from the date of the "accident" for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital and professional nursing services and funeral services (including funeral, burial or cremation services.)
2. Income continuation benefits to or on behalf of each "insured" who, at the time of the "accident", was an "income producer". Payment for 85% of the loss of gross income incurred within three years from the date of the "accident".
3. Essential services benefits to or on behalf of each "insured" who, at the time of the "accident", was not an "income producer". Reimbursement for necessary and reasonable payment made to others, not members of the "insured's" household, incurred within

Copyright, Insurance Services Office, Inc., 1998

three years from the date of the "accident" for essential services ordinarily performed by the "insured" for care and maintenance of his or her family household.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any other person while:
   a. "Occupying" the covered "auto" as a guest or passenger;
   b. Using the covered "auto" with your consent; or
   c. A "pedestrian" through being struck by the covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

1. Any person who intentionally causes the "auto" "accident";
2. Any person while operating or voluntarily riding in an "auto" known by him or her to be stolen;
3. Any person while in the commission of a felony or fleeing or attempting to elude a police officer;
4. Any person arising out of the ownership, maintenance or use of a motorcycle by such person;
5. Any person who is a pedestrian injured in an "accident" outside of Maryland and who is not a resident of Maryland;
6. You or any "family member" while "occupying" or struck by any "auto" owned by you or any "family member" that is not a covered "auto";
7. Any person while "occupying" an "auto" other than the covered "auto" under this coverage part or while a "pedestrian" struck by any "auto" other than the covered "auto" if such "auto" has the coverage required under Section 539 of Article 48 of the Annotated Code of Maryland in effect;
8. Any person while "occupying" an "auto" you own which is rented or borrowed from you for use as a "replacement vehicle" for a vehicle not in use if the vehicle not in use has the coverage required under Section 539 of Article 48 of the Annotated Code of Maryland in effect. This exclusion applies only if this Coverage Form is used with the Garage Coverage Form;
9. (If you are an individual), you, any "family members" aged 16 or over and all drivers shown on the coverage form, if the Schedule indicates that the Personal Injury Protection waiver has been selected; or
10. (If you are other than an individual), you and all drivers shown on the coverage form, if the Schedule indicates that the Personal Injury Protection waiver has been selected.

D. Limit Of Insurance

1. Regardless of the numbers of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits to or for any one "insured" as the result of any one "accident" is the total aggregate amount per "insured" shown in the Schedule.
2. Any amount paid under this coverage to or on behalf of an "insured" will be reduced by any amount paid to or on behalf of that "insured" under any workers' compensation law of any state or the federal government.

E. Changes In Conditions

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

   If an "insured" is injured, that "insured" or someone on his or her behalf must promptly give us, within a period not to exceed 12 months after the date of the "accident".

   a. Written proof of claim;
   b. Full particulars of the nature and extent of the injuries and treatment received and contemplated; and
   c. Such other information that will help us determine the amount due and payable.

   If benefits for loss of wages or salary (or, in the case of a self-employed "insured", their equivalent) are claimed, the person presenting such claim shall authorize us to obtain details of all wage and salary payments (or their equivalent) paid to him or her by any employer or earned by him or her since the time of the "bodily injury" or during the year immediately preceding the date of the "accident".

   In the event of the "insured's" death or incapacity, his or her legal representative shall,

Copyright, Insurance Services Office, Inc., 1998

upon each request by us, execute authorization to enable us to obtain medical records and copies of records.

Proof of claim shall be made upon forms furnished by us, unless we have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath if required, by any person named by us as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an "insured" who has received benefits under this coverage and he or she subsequently claims a recurrence of the "bodily injury" for which the original claim was made, such "insured" or someone on his or her behalf shall be required to submit to us reasonable medical proof of such recurrence.

Payment of personal injury protection benefits shall be made promptly and within 30 days after satisfactory proof of claim has been submitted to us.

2. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in Truckers and Motor Carrier Coverage Forms is amended by the addition of the following:

   With respect to you or any "family member" who sustains "bodily injury" while "occupying", or while a "pedestrian" through being struck by, an "auto" not insured as required under Article 48A, Section 539 and 541 of the Maryland Code:

   a. If there is no other available personal injury protection coverage, the benefits payable under this Coverage Part will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto".

   b. If there is other available personal injury protection coverage, the aggregate maximum amount payable for personal injury protection benefits under this and all other policies shall not exceed the highest applicable limit of insurance for such coverage under any one of such policies, provided that such aggregate maximum amount will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto". This reduction shall not apply to benefits paid or payable under any uninsured motorists coverage or by the Maryland Unsatisfied Claim and Judgment Fund.

   In addition, any automobile medical payments coverage provided under the coverage part is excess over any medical expense benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Auto" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.
2. "Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, but the term "bodily injury" shall not include:
   a. Bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing; and
   b. Bodily injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.
3. "Family member" means a person related to you by blood, marriage or adoption who is a resident of the same household, and includes your unmarried and unemancipated children, while away from your household attending school or while in military service.
4. "Income" means wages, salary, tips, commissions, professional fees, and other earnings from business or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services.
5. "Income producer" means a person who at the time of the "accident" was in an occupational status where he or she was earning or producing "income".
6. "Occupying" means in or upon or entering into or alighting from.

Copyright, Insurance Services Office, Inc., 1998

7. "Pedestrian" means any person not "occupying" an "auto", including an individual in, on, or alighting from any other vehicle operated by animal or muscular power, or on or alighting from an animal.

8. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing or damage.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Coverage	Limit Of Insurance
Medical Expenses	No specific dollar amount
Funeral Expenses	Up to $1,750 per person
Work Loss	Up to $4,293* for any 30 day period
Replacement Services	$20 per day maximum
Survivors Loss Benefits Consisting Of Income Loss Benefits And Replacement Services	Up to $4,293* for any 30 day period subject to a $20 per day maximum for replacement services.

* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. **Medical Expenses**

   Reasonable and necessary medical expenses for an "insured's" care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

2. **Funeral Expenses**

   Reasonable funeral and burial expenses.

3. **Work Loss**

   Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. **Replacement Services**

   Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies.

5. Survivors loss benefits consisting of:

   a. **Income Loss**

      The contributions a deceased "insured's" spouse and dependents would have re-

© ISO Properties, Inc., 2004

ceived, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the "accident", but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the 3 years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury":
   a. While "occupying" a covered "auto", or
   b. As the result of an "accident" involving any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the policy's Liability Coverage, or
   c. While not "occupying" any "auto" as a result of an "accident" involving a covered "auto".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
2. To anyone using an "auto" he or she has taken unlawfully, unless that person reasonably believed he or she was entitled to use the "auto".
3. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
4. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
5. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.
6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone "occupying" a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a "family member" under another policy. This exclusion does not apply to you or any "family member" or anyone "occupying" a motorcycle.
8. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
9. To anyone while "occupying" an "auto" located for use as a residence or premises.
10. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
    a. School bus;
    b. Certified common carrier;
    c. Bus operated under a government sponsored transportation program;
    d. Bus operated by or servicing a non-profit organization;
    e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
    f. Taxicab.
11. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
12. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does

© ISO Properties, Inc., 2004

not apply to you or a "family member"; nor does it apply under medical, or funeral expense benefits.

13. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:
    a. The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury", or
    b. The "bodily injury" results from physical contact with:
        (1) Equipment permanently mounted on the "auto" while the equipment is being used, or
        (2) Property being lifted onto or lowered from the "auto", or
    c. The "bodily injury" is sustained while "occupying" the "auto".

    However, Exceptions **b.** and **c.** to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading, or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.
14. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:
    a. The benefits serve the same purpose as Personal Injury Protection benefits; and
    b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".
3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

E. Changes In Conditions

The conditions are changed for Personal Injury Protection as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

    If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

    If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".
3. **Legal Action Against Us** is amended by the addition of the following:

    No claimant may bring a legal action for personal injury protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent payment. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.
4. The following conditions are added:

    REIMBURSEMENT AND TRUST

    If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

© ISO Properties, Inc., 2004

005031

COORDINATION AND NON-DUPLICATION

a. If an "insured" is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.

b. No person may recover duplicate benefits for the same expenses or loss.

PREMIUM RECOMPUTATION

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the policy.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PROPERTY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. COVERAGE

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto." A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the LIABILITY COVERAGE of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

B. EXCLUSIONS

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage."
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage."
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto."
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member." This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. "Property damage" to property that occurs within the course of the business of repairing, servicing, or otherwise maintaining motor vehicles.

C. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is $1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to

Copyright, Insurance Services Office, Inc., 1994

the application of our LIMIT OF INSURANCE. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. CHANGES IN CONDITIONS

The CONDITIONS are changed for PROPERTY PROTECTION COVERAGE as follows:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. LEGAL ACTION AGAINST US is amended by the addition of the following:

   No action to recover property protection insurance may be brought against us more than a year after the "accident."
3. The following CONDITIONS are added:

REIMBURSEMENT AND TRUST

If we make any payment to a claimant who recovers from a party legally responsible for "property damage," the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

NON-DUPLICATION

We will not pay duplicate benefits for the same expenses or loss.

CLAIMANTS NOTICE TO US

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

E. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

SCHEDULE

In consideration of an increase in premium, the following Personal Injury Protection Coverage option applies as indicated below or in the Declarations:

☐ The Named Insured elects to add together 2 or more Personal Injury Protection Coverages. (Refer to Paragraph **3.** of the Limit Of Insurance Provision.)

In consideration of a reduction in premium, exclusion of work loss applies as indicated below or in the Declarations:

☐ Work loss will not be provided for the "named insured" age 65 or older.

☐ Work loss will not be provided for the "named insured" and any "family member" age 65 or older.

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

A. Coverage

The Company will pay, in accordance with the Minnesota No-Fault Automobile Insurance Act, Personal Injury Protection benefits incurred with respect to "bodily injury" sustained by an "insured" caused by an "accident" arising out of the maintenance or use of a "motor vehicle" as a vehicle, or through being struck by a motorcycle. These Personal Injury Protection benefits consist of the following:

1. Medical Expenses

Means all reasonable expenses incurred for necessary:

a. Medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices;

b. Prescription drugs;

c. Ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;

d. Sign interpreting and language translation services, other than such services provided by a member of the "insured's" family, related to the receipt of medical expenses provided under Paragraph **A.1.** of this provision; and

e. Hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious belief; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

2. Work Loss

Means:

a. 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis including the costs incurred by an "insured" who is self-employed in hiring substitute "employees" to perform tasks which are necessary to maintain his or her income, which he or she normally performs himself or herself, and which he

© ISO Properties, Inc., 2000

or she cannot perform because of his or her injury; or

b. Lost unemployment benefits in an amount equal to the unemployment benefits otherwise payable, if the "insured":

(1) Is unemployed at the time of the injury and is receiving or is eligible to receive unemployment benefits; and

(2) Loses eligibility for unemployment benefits because of his or her inability to work caused by injury;

reduced by any income from work actually performed by the "insured", or by any income he or she would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake.

3. Essential Services Expenses

Expenses reasonably incurred during a period commencing 8 days after the date of the accident and during the "insured's" lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he or she not been injured, he or she would have performed not for income but for the direct benefit of himself or herself or his or her household; if the non-fatally injured "insured" normally, as a full time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance, if greater than the expense incurred.

4. Funeral Expenses

Reasonable expenses for professional funeral and burial services including expense for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act.

5. Survivors' Loss

Means:

a. "Loss", in the event of the death of an "insured" occurring within one year from the date of the "accident", of contributions of money or tangible things of economic value, not including services, that his or her surviving dependents would have received from him or her for their support during their dependency had he or she not suffered the fatal "bodily injury", and

b. Expenses reasonably incurred by surviving dependents after the death of an "insured" in obtaining ordinary and necessary substitute services in lieu of those he or she would have performed for their benefit had he or she not suffered the fatal "bodily injury"; minus expenses of the surviving dependents avoided by reason of such death,

provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he or she attains majority, marries or becomes otherwise emancipated, or dies.

B. Who Is An Insured

1. The Named Insured or any "family member" who sustains "bodily injury" while "occupying" a "motor vehicle", or while a pedestrian as a result of an "accident" involving any "motor vehicle" or motorcycle.

2. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle", or while a pedestrian as a result of an "accident" involving the "insured motor vehicle".

3. Any other person who sustains "bodily injury" while "occupying" a "motor vehicle" not owned by, but operated by the Named Insured or "family member", other than a public or livery conveyance, if the "bodily injury" results from the operation of the "motor vehicle", by the Named Insured or "family member".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any "family member" if such "family member" is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured under the terms of any other Coverage Form or policy with respect to such coverage.

2. Sustained by any person, other than the Named Insured or "family member", if such person is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured or "family member" under the terms of any other Coverage Form or policy with respect to such coverage.

3. Sustained by any person arising out of the maintenance or use of a "motor vehicle":

a. Being used in the business of transporting persons or property, or

© ISO Properties, Inc., 2000

b. Furnished by the employer of the Named Insured or "family member",

if with respect to such vehicle the security required by the Minnesota No-Fault Automobile Insurance Act is in effect, provided that such "bodily injury" is sustained while not "occupying" another involved "motor vehicle"; however, this exclusion does not apply to **(i)** the "insured motor vehicle", **(ii)** a commuter van as defined in the Minnesota No-Fault Automobile Insurance Act, **(iii)** a vehicle being used to transport children to school or to a school sponsored activity, **(iv)** a vehicle being used to transport children as part of a family or group family day care program, **(v)** any bus, other than a bus included as a vehicle described in **(ii)**, **(iii)**, or **(iv)** above, while in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota No-Fault Automobile Insurance Act, or **(vi)** a passenger in a taxi.

4. To any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his or her intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her survivors are not entitled to any survivors' loss benefits.
5. Sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor, other than a rally held in whole or in part upon public roads.
6. Sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
7. Sustained by any person if such injury arises out of conduct in the course of loading or unloading any "motor vehicle" unless the conduct occurs while such person is "occupying" such "motor vehicle".
8. Sustained by any person while "occupying" a motorcycle.
9. To Personal Injury Protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one "accident".
10. Sustained by any person, other than the Named Insured or any "family member", arising out of the maintenance or use by such person of a "motor vehicle" without a good faith belief that he or she is legally entitled to use such "motor vehicle".
11. Sustained by any person, other than the Named Insured or any "family member", while a pedestrian through being struck by the "insured" "motor vehicle", if the "accident" occurs outside the State of Minnesota.
12. Sustained by any person arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.
13. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
14. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
15. With respect to work loss, essential services expenses, and survivors' loss benefits, sustained by any person, other than the Named Insured or "family member", while "occupying" any "motor vehicle", not owned by the Named Insured or "family member", which is being operated by the Named Insured or "family member".
16. Sustained by any person, other than the Named Insured or any "family member", while "occupying" a vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more vehicles under common ownership or a vehicle owned by a government other than the State of Minnesota, its political subdivisions, municipal corporations, or public agencies, if the "accident" occurs outside the State of Minnesota.

D. LIMIT OF INSURANCE

1. Except as provided in Paragraph **3.**, regardless of the number of persons insured, policies or plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate and subject to such aggregate:
   a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

© ISO Properties, Inc., 2000

005034

b. The maximum aggregate amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed $20,000. Subject to this maximum aggregate:

(1) The maximum amount payable for work loss shall not exceed $250.00 per week.

(2) The maximum amount payable for essential services expenses shall not exceed $200.00 per week.

(3) The maximum amount payable for funeral expenses shall not exceed $2,000.

(4) The maximum amount payable for survivors' loss benefits:

(a) With respect to Paragraph **A.5.a.** of the definition of survivors' loss benefits shall not exceed $200.00 per week; and

(b) With respect to Paragraph **A.5.b.** of the definition of survivor's loss benefits shall not exceed $200.00 per week.

2. Any amount payable by the Company under the terms of this coverage shall be reduced by:

a. Any amounts paid, payable or required to be provided on account of such "bodily injury" under any workers' compensation law; except that if the "accident" involves a "motor vehicle" used in a "ride-sharing arrangement", this coverage shall be primary.

b. The amount of any deductible applicable to "medical expenses" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or by a "family member", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this Coverage Form, and such amount shall be allocated equally among them.

c. The amount of any deductible applicable to work loss set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or any "family member".

3. If the Schedule or Declarations indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, regardless of the number of persons insured, premiums paid or claims made, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate, per "insured motor vehicle", and subject to each such aggregate:

a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

b. The maximum amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed $20,000 per "insured motor vehicle". Subject to this maximum aggregate:

(1) The maximum amount payable for work loss shall not exceed $250.00 per week per "insured motor vehicle".

(2) The maximum amount payable for essential services expenses shall not exceed $200.00 per week per "insured motor vehicle".

(3) The maximum amount payable for funeral expenses shall not exceed $2,000 per "insured motor vehicle".

(4) The maximum amount payable for survivors' loss benefits:

(a) With respect to Paragraph **A.5.a.** of the definition of survivors' loss benefits shall not exceed $200.00 per week per "insured motor vehicle"; and

(b) With respect to Paragraph **A.5.b.** of the definition of survivors' loss benefits shall not exceed $200.00 per week per "insured motor vehicle".

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

a. In the event of any "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of

© ISO Properties, Inc., 2000

each "insured" to us or any of our authorized agents within six months from the date of the "accident". Failure to provide such written notice shall not render an "insured" ineligible to receive benefits unless actual prejudice is shown by us and then only to the extent of the prejudice. If an "insured", his or her legal representative or his or her surviving dependents shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her surviving dependents.

b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. An "insured" who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than medical rehabilitation procedure or treatment, shall notify us that he or she has undertaken the procedure, treatment or training within 60 days after a rehabilitation expense exceeding $1,000 has been incurred for the procedure, treatment, or training, unless we know or have reason to know of the undertaking. If the "insured" does not give the required notice within the prescribed time, we are responsible only for $1,000 or the expense incurred after the notice is given and within 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

2. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Subject to any applicable limitations set forth in the Minnesota statutes, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

   a. Our rights under this condition do not apply against:

   (1) The person or organization legally responsible for damages, if we also insure that person or organization for the same "loss" or damages; or

   (2) Any "insured".

   b. Our rights under this condition do not apply against a person who is 21 years of age or older who:

   (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

   (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

   and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

3. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are amended by the following:

   In the event the "insured" has other similar insurance including self-insurance available and applicable to the "accident", we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit of Insurance hereunder bears to the sum of the applicable Limits of Insurance of this coverage and such other insurance.

   However, if the driver or occupant of a "motor vehicle" sustains "bodily injury" while using the vehicle in the business of transporting persons or property, this insurance is primary.

© ISO Properties, Inc., 2000

4. **The Two Or More Coverage Forms Or Policies Issued By Us** Policy Condition is replaced by the following:

   If the Schedule indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, the Two Or More Coverage Forms Or Policies Issued By Us provision in the Policy Conditions section of the Coverage Form does not apply to coverage afforded under this endorsement. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

5. The following Conditions are added:

   COORDINATION, NON-DUPLICATION AND PRIORITY OF PAYMENTS

   a. No "insured" shall recover duplicate benefits for the same elements of "loss" under this or any similar insurance including self-insurance.

   b. Any amount payable under any Uninsured Motorists Coverage afforded under this Coverage Form or policy shall be reduced by the amount of any Personal Injury Protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle insurance Coverage Form or policy because of "bodily injury" sustained by an "insured".

   REIMBURSEMENT AND TRUST

   Subject to any applicable limitations set forth in the Minnesota statutes, in the event of any payment to any person under this coverage:

   a. We shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the "bodily injury" because of which such payment is made; and we shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter.

   b. Such person shall hold in trust for our benefit all rights of recovery which he or she shall have against such other person or organization because of such "bodily injury".

   c. Such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such right; and

   d. Such person shall execute and deliver to us instruments and papers as may be appropriate to secure the rights and obligations of such person and us established by this provision.

   CONSTITUTIONALITY CLAUSE

   The premium for and the coverages of the policy have been established in reliance upon the provisions of the Minnesota No-Fault Automobile Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

   ARBITRATION

   If you and we disagree on the amount of "loss" under Personal Injury Protection and the disputed amount is:

   a. $10,000 or less, both parties must submit to arbitration;

   b. More than $10,000, we will advise the "insured" whether we will submit the claim to arbitration.

   Arbitration will be conducted in accordance with the Rules of Procedure For No-Fault Arbitration contained in the Minnesota Insurance Laws.

   In the event of arbitration, each party will select a competent arbitrator. The two arbitrators will select a competent and impartial umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen arbitrator; and

   b. Bear the other expenses of the arbitration and umpire equally.

   If we submit to arbitration, we still retain our right to deny the claim.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means the spouse or any person related to the Named Insured by blood, marriage or adoption, including a minor in the custody of the Named Insured, spouse or such related person who is a resident of

© ISO Properties, Inc., 2000

the same household as the Named Insured whether or not temporarily residing elsewhere.

2. "Insured motor vehicle" means a "motor vehicle" with respect to which:
   a. The "bodily injury" liability insurance of the Coverage Form or policy applies and for which a specific premium is charged, and
   b. The "named insured" is required to maintain security under the provisions of the Minnesota No-Fault Automobile Insurance Act.
3. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:
   a. Is required to be registered pursuant to Minnesota Statutes, Chapter 168, and
   b. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property, and includes a "trailer" with one or more wheels, when the "trailer" is connected to or being towed by a "motor vehicle".
4. "Occupying" means in or upon, entering into or alighting from.
5. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a "motor vehicle" when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as carpools, commuter vanpools and buspools whether or not furnished by an employer. It does not include transportation of "employees" by an employer from one place to another.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

EXTENDED MEDICAL EXPENSE BENEFITS

Benefits	Limit of Insurance
Medical Expenses	$ 1,000 per person per "accident"

PEDESTRIAN PERSONAL INJURY PROTECTION Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.

Covered Auto	Premium
	INCL

☐ **MEDICAL EXPENSE BENEFITS DEDUCTIBLE**

Unless otherwise indicated to the left, medical expense benefits are subject to a deductible of $250 per "accident".

When indicated to the left, medical expense benefits applicable to:

A. The "named insured" and, if the "named insured" is an individual, any "family members" will be subject to a deductible of $ per "accident" instead of the $250 deductible.

B. "Insured persons" other than the "named insured" and, if the "named insured" is an individual, any "family members" shall be subject to a separate deductible of $250 per "accident".

☐ **MEDICAL EXPENSE BENEFITS CO-PAYMENT**

Medical expense benefits are subject to a co-payment of 20% per "accident" for amounts payable between the applicable deductible and $5,000.

© ISO Properties, Inc., 2001

☐ **DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSES OPTION**

All Personal Injury Protection benefits other than medical expense benefits are deleted with respect to the "named insured" and, if the "named insured" is an individual, any "family members", when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.

☐ **MEDICAL EXPENSE BENEFITS-AS-SECONDARY OPTION**

If the "named insured" is an individual, medical expense benefits with respect to the "named insured" and "family members", are secondary to the health benefits plans under which the "named insured" and "family members" are insured, when indicated to the left.

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

A. Coverages

1. Personal Injury Protection

We will pay personal injury protection benefits for "bodily injury" sustained by an "eligible injured person" or an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

a. Medical Expense Benefits

An amount not exceeding $250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of $12 per day and a total limit of $4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

© ISO Properties, Inc., 2001

(1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between $5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death;

(2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between $4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred.

2. Extended Medical Expense Benefits

We will pay extended medical expense benefits for "bodily injury" sustained by an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading and unloading, of a "highway vehicle" not owned by or furnished or available for the regular use of the "named insured" or any "family member".

Subject to the limits shown in the Schedule or Declarations, Extended Medical Expense Benefits consist of the following:

Reasonable expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

3. Pedestrian Personal Injury Protection

This coverage applies to "pedestrians" and only to "accidents" which occur during the policy period in New Jersey. With respect to an "insured motor vehicle" as described for this Coverage, Pedestrian Personal Injury Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay pedestrian personal injury protection benefits to an "eligible injured person". These Pedestrian Personal Injury Protection benefits consist of:

a. Medical Expense Benefits

An amount not exceeding $250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that

 © ISO Properties, Inc., 2001

is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability; not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of $12 per day and a total limit of $4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

(1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between $5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death;

(2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between $4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred.

B. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury":

a. To a person whose conduct contributed to the "bodily injury" in any of the following ways:

(1) While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or

(2) While acting with specific intent to cause injury or damage to himself or herself or others;

b. To any person who, at the time of the "accident", was the owner or registrant of a "private passenger auto" registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;

c. To any person who is not occupying a covered "auto", other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey;

d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;

e. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

g. To any person, other than the "named insured" or any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" or "family member" under the

© ISO Properties, Inc., 2001

005038

terms of any other policy with respect to such coverage;

h. To any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" under the terms of another policy; or

i. To any person operating or occupying a "private passenger auto" without the permission of the owner or the "named insured" under the policy insuring that "auto".

j. For the following "diagnostic tests":

(1) Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;

(2) Iridology;

(3) Mandibular tracking and simulation;

(4) Reflexology;

(5) Spinal diagnostic ultrasound;

(6) Surface electromyography (surface EMG);

(7) Surrogate arm mentoring; or

(8) When used to treat temporomandibular joint disorder (TMJ/D):

(a) Doppler ultrasound;

(b) Electroencephalogram (EEG);

(c) Needle electromyography (needle EMG);

(d) Sonography;

(e) Thermograms/thermographs;

(f) Videofluoroscopy; or

(9) Any other "diagnostic test" that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation.

2. Extended Medical Expense Benefits

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits, except Exclusion **c.**, which does not apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits.

a. We will not pay Extended Medical Expense Benefits for "bodily injury" to any person, other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey.

b. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who is entitled to benefits for the "bodily injury" under:

(1) Personal Injury Protection Coverage; or

(2) Any:

(a) Workers' compensation law; or

(b) Medicare provided under federal law.

c. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who would be entitled to benefits for the "bodily injury" under Personal Injury Protection Coverage, except for the application of a:

(1) Deductible;

(2) Co-payment; or

(3) Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.

3. Pedestrian Personal Injury Protection

The exclusions that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except Exclusions **b.** and **c.**, which do not apply to Pedestrian Personal Injury Protection Coverage.

C. Limit Of Insurance

1. Any amount payable by us as Personal Injury Protection benefits for "bodily injury" shall be reduced by:

a. All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.

b. Medicare provided under federal law.

c. Benefits actually collected that are provided under federal law to active and retired military personnel.

2. Any amount payable by us as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services.

3. Any amounts payable for medical expense benefits as the result of any one "accident" shall be:

 © ISO Properties, Inc., 2001

a. Reduced by the applicable deductible indicated in the Schedule or in the Declarations: and

b. Subject to the co-payment of 20% for the amount between the applicable deductible and $5,000.

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

5. If the Schedule or Declarations indicates that the "named insured" has elected the Medical Expense Benefits As Secondary Option, the following provisions apply to medical expense benefits:

a. Priority Of Benefits

(1) The health benefits plans under which the "named insured" and any "family member" are insured shall provide primary coverage for "allowable expenses" incurred by the "named insured" and any "family member" before any medical expense benefits are paid by us.

(2) This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses", which remained uncovered.

(3) The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".

b. Determination Of Medical Expense Benefits Payable

(1) To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and co-payment indicated in the Schedule or Declarations, had the "named insured" not elected the Medical Expense Benefits As Secondary Coverage Option.

(2) If the remaining "allowable expenses" are:

(a) Less than the benefits calculated in Paragraph **(1)** above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or co-payment.

(b) Greater than the benefits calculated in Paragraph **(1)** above, we will pay "actual benefits" equal to the benefits calculated in Paragraph **1.** above, without reducing the remaining "allowable expenses" by the deductible or co-payment.

(3) We will not reduce the "actual benefits" determined in Paragraph **2.**:

(a) By any deductibles or co-payments of the health benefits plans which have provided primary coverage for medical expense benefits; or

(b) For any "allowable expense" remaining uncovered which otherwise would not be an "eligible expense" under Personal Injury Protection Coverage, except as set forth in Paragraph **(4)** below.

(4) In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.

(5) The total amount of medical expense benefits for the "named insured" or any "family member" per "accident" shall not exceed the maximum amount payable for medical expense benefits under this policy.

c. Health Benefits Plan Ineligibility

(1) If, after the "named insured" has elected the Medical Expense Benefits As Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be

© ISO Properties, Inc., 2001

provided to the "named insured" or any "family member", subject to the following:

(a) Only Paragraph **1.** of the Limit Of Insurance Provision will apply with respect to medical expense benefits.

(b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:

(1) Be reduced by a deductible equal to the sum of $750 plus the applicable deductible indicated in the Schedule or in the Declarations; and

(2) Be subject to a co-payment of 20% for amounts less than $5,000 after the deductible has been applied.

(3) Be determined:

(i) By the medical fee schedules promulgated by the New Jersey Department of Insurance; or

(ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.

(4) Not exceed the maximum amount payable for medical expense benefits under this policy.

(2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:

(a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or

(b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.

(3) We shall be entitled to recover the difference between:

(a) The reduced premium paid under this policy for the Medical Expense Benefits As Secondary Option; and

(b) The premium which would have been paid under this policy had the "named insured" not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits As Secondary Option for the remainder of the policy period.

6. The limit of insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

D. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended by the addition of the following:

a. If an "eligible injured person", "insured person" or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:

(1) Full particulars of the nature and extent of the "bodily injury"; and

(2) Such other information that will help us determine the amount due and payable.

c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.

d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other

© ISO Properties, Inc., 2001

reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits co-payment in accordance with New Jersey law or regulation. This co-payment shall be in addition to:

(1) Any medical expense benefits deductible or co-payment; or

(2) Any penalty imposed in accordance with our Decision Point Review Plan.

2. The **Policy Period, Coverage Territory** Condition for Personal Injury Protection and Extended Medical Expense Benefits, is replaced by the following:

   This coverage part applies only to "accidents" which occur during the policy period:

   a. Anywhere in the world.

   b. For pedestrian Personal Injury Protection Coverage, the coverage territory is New Jersey.

3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

4. The following **Reimbursement And Trust** Condition is added:

   Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.

5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:

   a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our Decision Point Review Plan. In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

   b. Benefits payable under Paragraph **A.1.d.(1)** of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.

   c. Benefits payable under Paragraph **A.1.d.(2)** of the description of death benefits are payable to the person who has incurred the expense of providing essential services.

   d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

6. The following **Deletion Of Benefits Other Than Medical Expenses Option** Condition is added:

   When the Schedule or the Declarations indicate that the Deletion Of Benefits Other Than Medical Expenses Option applies, we will pay personal injury protection benefits consisting only of medical expense benefits for the "named insured" and "family members".

7. The following **Employee Benefits Reimbursement** Condition is added:

   If the "eligible injured person" or "insured person" fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, we may immediately apply to the provider of these benefits for reimbursement of any personal injury protection benefits that we have paid.

8. The following **Proof Of Health Benefits Plan Coverage** Condition is added:

   If the "named insured" has elected the Medical Expense Benefits As Secondary Option, the "named insured" shall provide proof that the "named insured" and "family members" are insured by health insurance coverage or benefits in a manner and to an extent ap-

© ISO Properties, Inc., 2001

005040

proved by the New Jersey Department of Banking and Insurance.

9. The following **Special Requirements For Medical Expenses** Conditions are added:

   a. **Care Paths For "Identified Injuries" (Medical Protocols)**

      (1) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for "identified injuries". These courses of diagnosis and treatments are known as care paths.

      The care paths do not apply to treatment administered during "emergency care".

      (2) Upon notification to us of a "bodily injury" covered under this policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.

      (3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our Decision Point Review Plan.

      A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".

   b. **Coverage For "Diagnostic Tests"**

      (1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our Decision Point Review Plan:

         (a) Brain audio evoked potential (BAEP);

         (b) Brain evoked potential (BEP);

         (c) Computer assisted tomographic studies (CT, CAT Scan);

         (d) Dynatron/cyber station/cybex;

         (e) H-reflex Study;

         (f) Magnetic resonance imaging (MRI);

         (g) Nerve conduction velocity (NCV);

         (h) Somasensory evoked potential (SSEP);

         (i) Sonogram/ultrasound;

         (j) Visual evoked potential (VEP).

         (k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion j.:

            (i) Brain mapping;

            (ii) Doppler Ultrasound;

            (iii) Electroencephalogram (EEG);

            (iv) Needle electromyography (needle EMG);

            (v) Sonography;

            (vi) Thermography/thermograms;

            (vii) Videofluoroscopy; or

         (l) Any other "diagnostic test" that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.

      (2) The "diagnostic tests" listed under Paragraph **(2)(a)** must be administered in accordance with New Jersey Department of Banking and Insurance regulations which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

      However, those requirements do not apply to "diagnostic tests" administered during "emergency care".

      (3) We will pay for other "diagnostic tests" that are:

         (a) Not subject to our Decision Point Review Plan; and

         (b) Not specifically excluded under Exclusion **1.l.**; only if administered in accordance with the criteria for medical expenses as provided in this endorsement.

   c. **Decision Point Review Plan**

      (1) Coverage for certain medical expenses under this endorsement is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any

 © ISO Properties, Inc., 2001

claim for medical expenses under this coverage.

(2) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:

(a) The requirements of the Decision Point Review Plan only apply after the tenth day following the "accident".

(b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury" or the administration of a "diagnostic test" listed under Paragraph **(2)(a)** is required.

The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.

(3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:

(a) Promptly review the notice and supporting materials; and

(b) If required as part of our review, request any additional medical records or schedule a physical examination.

(4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment or "diagnostic test" as indicated in our plan. Any determination we make will be based on the determination of a physician.

(5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.

(6) A penalty will be imposed in accordance with our plan if:

(a) We do not receive proper notice and "clinically supported" findings;

(b) We are not provided medical records if requested by us; or

(c) Any "eligible injured person" or "insured person" fails to appear for the physical examination if required by us.

d. Dispute Resolution

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with New Jersey law or regulation.

Any request for dispute resolution may include a request for review by a medical review organization.

5. The following condition is added for **Personal Injury Protection** and **Pedestrian Personal Injury Protection**:

COORDINATION AND NON-DUPLICATION

a. Regardless of the number of "autos" insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to "bodily injury" to any one person as the result of any one "accident" shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

b. If an "eligible injured person" under this coverage is also an "eligible injured person" under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid. The pro rata share is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

6. The following condition is added for **Personal Injury Protection** and **Extended Medical Expense Benefits:**

© ISO Properties, Inc., 2001

005041

MEDICAL PAYMENTS DELETION

In consideration of the Coverage provided for Personal Injury Protection and Extended Medical Expense Benefits in Paragraphs **A.1.** and **A.2.** of this endorsement, and the adjustment of applicable rates because of "bodily injury" to an "eligible injured person", any auto medical payments coverage provided under the coverage part is deleted with respect to an "auto" which is a covered "auto".

E. Definitions

The **Definitions** Section is amended as follows:

1. The definition of "bodily injury" is replaced by the following:

   "Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.

2. The following definitions are added for **Personal Injury Protection, Extended Medical Expense Benefits** and **Pedestrian Personal Injury Protection**:

   a. "Actual benefits" means those benefits determined to be payable for "allowable expenses".

   b. "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by the "named insured's" or "family member's" health benefits plan or personal injury protection benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.

   c. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostics test", has:

   (1) Physically examined the "eligible injured person" or "insured person" to ensure that the proper medical indications exist to justify ordering the treatment or test;

   (2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;

   (3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and

   (4) Recorded and documented these observations, positive and negative findings and conclusions on the "insureds" medical records.

   d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:

   (1) Medical;

   (2) Dental;

   (3) Physical therapy;

   (4) Chiropractic or

   (5) Psychological diagnosis;

   for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.

   e. "Eligible expense" means:

   (1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and co-payment(s), if any.

   (2) In the case of personal injury protection benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and co-payment, shall not exceed:

   (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or

   (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.

   f. "Emergency care" means all treatment of a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in

 © ISO Properties, Inc., 2001

death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medically necessary care immediately following an "accident", including but not limited to, immediate pre-hospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the "accident".

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

h. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:

(1) Hospital or health care facilities that are maintained by a State or any of its political subdivisions or licensed by the Department of Health and Senior Services.

(2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;

(3) A non-profit voluntary visiting nurse organization providing health care services other than in a hospital;

(4) Hospitals or other health care facilities or treatment centers located in other states or nations;

(5) Physicians licensed to practice medicine and surgery;

(6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (podiatrists), psychologists, physical therapists, health maintenance organizations, orthotists and prosthetists, professional nurses occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapists assistants and occupational therapy assistants;

(7) Registered bio-analytical laboratories;

(8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or

(9) Providers of other health care services or supplies including durable medical goods.

i. "Identified injury" means the following "bodily injuries" for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment;

(1) Cervical Spine: Soft Tissue Injury;

(2) Cervical Spine: Herniated Disc/Radiculopathy;

(3) Thoracic Spine: Soft Tissue Injury;

(4) Thoracic Spine: Herniated Disc/ Radiculopathy;

(5) Lumbar-Sacral Spine: Soft Tissue Injury;

(6) Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and

(7) Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.

j. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.

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

l. "Named insured" means the person or organization named in Item One of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family co-

© ISO Properties, Inc., 2001

partnership or corporation, the term "named insured" also includes the head of the household of each family designated in the policy as having a working interest in the farm.

m. "Pedestrian" means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.

n. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

(1) A private passenger or station wagon type auto;

(2) A van, a pickup or panel truck or delivery sedan; or

(3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.

A "private passenger auto" does not include:

(a) A motorcycle;

(b) An auto used as a public or livery conveyance for passengers;

(c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or

(d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

3. The following definition is added to the **Definitions** Section for **Personal Injury Protection**:

"Eligible injured person" means:

a. The "named insured" and, if the "named insured" is an individual, any "family member", if the "named insured" or the "family member" sustains "bodily injury":

(1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or

(2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".

b. Any other person who sustains "bodily injury":

(1) While, with your permission, that person is occupying, using, entering into or alighting from the covered "auto"; or

(2) While a "pedestrian", caused by the covered "auto" or as a result of being struck by an object propelled by or from the covered "auto".

4. The following are added to the **Definitions** Section for **Extended Medical Expense Benefits**:

a. "Highway vehicle" means a land motor vehicle or trailer other than:

(1) A "private passenger auto";

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

(3) A vehicle operated on rails or crawler-treads; or

(4) A vehicle while located for use as a residence or premises.

b. "Insured person" means:

(1) The "named insured" or, if the "named insured" is an individual, any "family member" of the "named insured", if the "named insured" or "family member" sustains "bodily injury":

(a) While occupying, using, entering into or alighting from a "highway vehicle"; or

(b) While a "pedestrian", caused by a "highway vehicle".

(2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such "highway vehicle" is being operated by the "named insured" or, if the "named insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured", or

(3) Any other person who sustains "bodily injury" occupying a covered "auto"

 © ISO Properties, Inc., 2001

if the covered "auto" is being operated by the "named insured" or, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".

5. The following are added to the Definitions Section for **Pedestrian Personal Injury Protection**:

   a. "Eligible injured person" means:

      A person who sustains "bodily injury" while a "pedestrian", caused by an "insured motor vehicle" or as a result of being struck by an object propelled by or from the "insured motor vehicle".

   b. "Insured motor vehicle" means a self-propelled motor vehicle designed for use principally on public roads, which is not a "private passenger auto" and to which the liability coverage of this Coverage Form applies.

© ISO Properties, Inc., 2001

005043

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period and within the United States of America, its territories or possessions, or Canada.

First-Party Benefits

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

(a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;

(b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article nine of the New York Workers' Compensation Law;

(c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first-party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

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

Medical Expense

Medical expense shall consist of necessary expenses for:

(a) Medical, hospital (including services rendered in compliance with article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;

(b) Psychiatric, physical and occupational therapy and rehabilitation;

(c) Any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and

(d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the accident, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of section 5108 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of $2,000 per month for a maximum period of three years from the date of the accident:

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

© ISO Properties, Inc., 2002

arising from a subsequent illness or injury; and

(b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

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

Death Benefit

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

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

(a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;

(b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle;

(c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or

(d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

(a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(e) Any person while occupying a motorcycle;

(f) Any person who intentionally causes his or her own personal injury;

(g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law); or

(h) Any person while:

(i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;

(ii) Operating a motor vehicle in a race or speed test;

(iii) Operating or occupying a motor vehicle known to that person to be stolen; or

(iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise main-

© ISO Properties, Inc., 2002

taining a motor vehicle and the injury occurs on the business premises.

(i) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;

(j) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

(k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

Other Definitions

When used in reference to this coverage:

(a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;

(b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;

(c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;

(d) "Named insured" means the person or organization named in the declarations;

(e) "Occupying" means in or upon or entering into or alighting from;

(f) "Personal injury" means bodily injury, sickness or disease;

(g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and

(h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

Conditions

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

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply

 © ISO Properties, Inc., 2002

unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

(a) Execute a written proof of claim under oath;

(b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;

(c) Provide authorization that will enable the Company to obtain medical records; and

(d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

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

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

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

(a) Hold in trust, for the Company, all rights of recovery which that person shall have for personal injury under section 5104(b) of the New York Insurance Law;

(b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and

(c) Execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law, except:

(a) With the written consent of the Company;

(b) With approval of the court; or

(c) Where the amount of the settlement exceeds $50,000.

Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the $50,000, or $75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL or Additional PIP benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle No-Fault insurance policy.

Section III

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive

© ISO Properties, Inc., 2002

Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

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

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with the "Named Insured", subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay personal injury protection benefits in accordance with the North Dakota Auto Accident Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the operation, maintenance or use of an "auto" as a vehicle. These personal injury protection benefits consist of the following:

1. Funeral expenses. Reasonable expenses incurred for a professional funeral, cremation, and burial;
2. Medical expenses. Usual and customary charges incurred for reasonable and necessary medical, surgical, diagnostic, X-ray, dental, prosthetic, ambulance, hospital or professional nursing services or services for remedial treatment and care, but usual and customary charges do not include:
   a. The portion of the charge for a room in any hospital, clinic, convalescent or nursing home, extended care facility or any similar facility in excess of the reasonable and customary charge for semiprivate accommodations unless intensive care is medically needed;
   b. Charges for drugs sold without a prescription;
   c. Charges for experimental treatments; or
   d. Charges for medically unproven treatments;
3. Rehabilitation expenses. The cost of a procedure or treatment for rehabilitation or a course of rehabilitative occupational training if the procedure, treatment or training is reasonable and appropriate for the particular case, its cost is reasonable in relation to its probable rehabilitative effects, and it is likely to contribute substantially to medical or occupational rehabilitation;
4. Replacement services loss. Expenses incurred in obtaining ordinary and necessary services from others not members of the "insured's" household in lieu of those that the "insured" would have performed had he or she not been injured, not for income but for the benefit of himself or herself or his or her household, but "replacement services loss" does not include any loss after the death of the "insured";
5. Survivors' income loss. Loss sustained after an "insured's" death by his or her "survivors" during their dependency and consisting of the loss of the contributions they would have received for their support from that "insured" out of income from work he or she would normally have performed had he or she not died;
6. Survivors' replacement services loss. Expenses incurred after the "insured's" death by his "survivors" in obtaining ordinary and necessary services from others not members of that "insured's" household in lieu of the services he or she would have performed not for income but for the benefit of his or her household;

© ISO Properties, Inc., 2005

7. Work loss. Eighty-five percent of loss of income from work an "insured" who would normally be employed in gainful activity during the period of his or her disability, would have performed had he or she not been injured, reduced by any income from substitute work actually performed by the "insured" or by income the "insured" would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake, but work loss does not include any loss after death of an "insured".

B. Who Is Insured

1. The "named insured" or any relative who sustains "bodily injury" while "occupying" any "auto" or while a "pedestrian" through being struck by any "auto" or motorcycle;
2. Any other person who sustains "bodily injury":
   a. While "occupying", or while a "pedestrian" through being struck by, the covered "auto";
   b. While "occupying" an "auto" not owned by, but operated by a "named insured" or "family member", if the "bodily injury" results from the operation of the "auto" by the "named insured" or "family member".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" while "occupying" any "auto" owned by the "named insured" which is not a covered "auto";
2. Sustained by any "family member" while "occupying" an "auto" owned by that "family member" with respect to which the security required by the North Dakota Auto Accident Reparation Act is not in effect;
3. Sustained by the "named insured" or any "family member", while "occupying", or while a "pedestrian" through being struck by, any "auto", other than the covered "auto", or an "auto" being used in a "ridesharing arrangement", with respect to which the security required under the North Dakota Auto Accident Reparation Act is in effect;
4. Sustained by any person if the injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining an "auto" unless that conduct involves the actual operation of an "auto" as a vehicle on the business premises or unless that conduct occurs off the business premises;
5. Sustained by any person arising out of conduct in the course of loading or unloading any "auto" unless the injury occurs while "occupying" that "auto";
6. Sustained by any person while "occupying" any "auto" without the express or implied consent of the owner or while not in lawful possession of any "auto";
7. Sustained by any person as the result of entering or alighting from a stopped "auto" if the injury is not caused by another "auto";
8. Intentionally caused by any person who would otherwise be entitled to receive benefits hereunder for "bodily injury" arising out of his or her intentionally attempting to cause "bodily injury" to him or her self or to another person, and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to him or her self, his or her "survivors" are not entitled to any "survivors'" income loss or survivors' replacement services loss benefits;
9. Sustained by any person while in the course of a racing or speed contest or in practice or preparation thereto;
10. Sustained by any "pedestrian", other than the "named insured" or any "family member", if the accident occurs outside the State of North Dakota;
11. Sustained by any person arising out of the operation, maintenance or use of any "auto" while located for use as a residence or premises;
12. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
13. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Definitions

As used in this endorsement:

1. "Auto" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of North Dakota relating to motor vehicles, designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer designed for use with such vehicle.

© ISO Properties, Inc., 2005

2. Covered "auto" means an "auto" with respect to which:
   a. Security is required to be maintained under the provisions of the North Dakota Auto Accident Reparations Act; and
   b. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.
3. "Family member" means a spouse or any other individual related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured", or who usually makes his or her home in the same household but temporarily lives elsewhere.
4. "Named insured" means the person or organization named in the Declarations.
5. "Occupying" means in or upon.
6. "Pedestrian" means any individual not "occupying" a "motor vehicle" or any other vehicle designed to be driven or drawn by power other than muscular power.
7. "Ridesharing arrangement" means the transportation of persons in a "motor vehicle" where the transportation is incidental to another purpose of the driver or owner and is not provided for pecuniary gain. The term shall include ridesharing arrangements known as carpools and vanpools as defined in North Dakota Laws.
8. "Survivor" means a dependent survivor of a deceased "insured" and includes the following survivors only:
   a. The surviving spouse if residing in the deceased's household at the time of his or her death providing that the dependency of that spouse shall terminate upon remarriage; and
   b. Other persons receiving support from the deceased at the time of his or her death which would qualify them as dependents of the deceased for federal income tax purposes under the Federal Internal Revenue Code.

E. Policy Period, Coverage Territory

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

F. Limit Of Insurance

Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or covered "autos" to which this coverage applies, our liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "auto" "accident" shall not exceed $30,000 in the aggregate, and subject to such aggregate limit:

1. The maximum amount payable for work loss or survivors income loss shall not exceed $150 per week prorated for any lesser period;
2. The maximum amount payable for replacement services loss or survivors replacement services loss shall not exceed $15 per day;
3. The maximum amount payable for funeral expenses shall not exceed $3,500.

Any amount payable by us under the terms of this coverage shall be reduced by the amount of benefits an "insured" has recovered or is entitled to recover for the same elements of loss under any workers' compensation act.

G. Changes In Conditions

For Personal Injury Protection the conditions are amended as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of an accident, written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each "insured" to the Company or any of its authorized agents as soon as practicable. If an "insured", his or her legal representative or his or her "survivors" shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her "survivors".

© ISO Properties, Inc., 2005

b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. If an "insured" refuses to submit to a physical or mental examination, we may request a court to enter an order requiring the "insured" to submit to the examination.

2. **Legal Action Against Us**

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

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

Subject to any applicable limitation set forth in North Dakota Auto Accident Reparations Act, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit the payments were made to the extent of those payments. That person shall execute and deliver the instruments and papers and do whatever else is necessary to secure those rights. That person shall do nothing after loss to prejudice those rights.

H. Additional Conditions

The following conditions are added for Personal Injury Protection:

1. **Constitutionality Clause**

The premium for and the coverages of the policy have been established in reliance upon the provisions of the North Dakota Auto Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

2. **Coordination**

Any amount payable under uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured":

Any automobile medical payments afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

3. **Non-Duplication Of Benefits**

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance including approved plans of self-insurance.

4. **Priority Of Payments**

This coverage applies on a primary basis to "bodily injury" sustained by an "insured" if the "accident" arises out of the use or operation of the covered "auto" except, if the "accident" involves the operation of the "insured motor vehicle" in a "ridesharing arrangement", any personal injury protection coverage, required by the North Dakota Auto Accident Reparations Act, afforded by another policy under which such "insured" is a "named insured" or "family member", shall be primary and this coverage shall be excess.

5. **Other Insurance**

In the event an "insured" has other similar insurance, including approved plans of self-insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and the other insurance.

6. **Reimbursement And Trust Agreement**

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

a. We shall be entitled to the extent of the payment to the proceeds of any settle-

© ISO Properties, Inc., 2005

ment or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the "bodily injury" because of which that payment is made, and we shall have a lien to the extent of that payment, notice of which may be given to the person or organization causing the "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter;

b. That person shall hold in trust for our benefit all rights of recovery which he or she shall have against that other person or organization because of the "bodily injury";

c. That person shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights; and

d. That person shall execute and deliver to us instruments and papers as may be appropriate to secure those rights and obligations of that person and us established by this provision.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Benefits	Limit Per Person
"Medical And Hospital Expenses"	$15,000 less deductible, if any
"Income Continuation Expenses"	$ 1,250 per month
"Loss Of Services Expenses"	$ 30 per day
"Funeral Expenses"	$ 2,500
"Child Care Expenses"	$ 15 per day

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Coverage for medical and hospital expenses is subject to a deductible of $ applicable to:

☐ You

☐ You and each "family member"

☐ You or "family member(s)" named below

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical And Hospital Expenses

All reasonable and necessary expenses incurred within one year from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

2. Income Continuation Expenses

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident"; provided that:

a. Such person was usually engaged in a paying occupation at the time of the "accident";

b. The period of such disability continues for at least 14 days; and

c. Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occu-

© ISO Properties, Inc., 2004

pation and is subject to a maximum payment period in the aggregate of 52 weeks.

3. **Loss Of Services Expenses**

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services in lieu of those such person would have performed without income; provided that:

a. Such person was not usually engaged in a paying occupation at the time of the "accident";

b. The period of such disability continues for at least 14 days; and

c. Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

However, loss of services expenses shall not include child care expenses.

4. **Funeral Expenses**

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident".

5. **Child Care Expenses**

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

a. The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours;

b. Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income; and

c. The child care expenses are subject to a maximum payment period in the aggregate of 30 days.

B. Who Is An Insured

1. You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".

2. If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".

3. Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission, or while a "pedestrian" through being struck by a "covered auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any person:

a. Who intentionally causes injury to himself or herself; or

b. While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest.

2. That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" which occurs outside the State of Oregon.

3. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

4. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

5. Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

6. Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, pre-

© ISO Properties, Inc., 2004

005049

miums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.

2. Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare).

3. Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this Coverage Form's Uninsured Motorists Coverage.

4. Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this Coverage Form's Liability Coverage.

5. Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member".

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss**:

   a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

   b. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:

      (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

      (2) Such other information that will help us determine the amount due and payable.

   c. The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.

   d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.

2. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   The coverage provided in this endorsement is excess for:

   a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:

      (1) Insurance benefits under another policy issued by us or another company;

      (2) Governmental benefits (except Medicare benefits);

      (3) Gratuitous benefits; or

      (4) Oregon Personal Injury Protection benefits.

   b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.

3. The following Conditions are added:

   a. Reimbursement And Trust

   In the event of payment to any person of any benefits under this endorsement:

   (1) We shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.

   (2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our

 © ISO Properties, Inc., 2004

share of expenses, costs and attorney's fees incurred by the "insured" in connection with such recovery.

(3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.

(4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.

(5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery we shall also be reimbursed out of such recovery, for the "insured's" share of expenses, costs and attorney's fees incurred by us in connection with the recovery.

(6) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

b. Arbitration

(1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed $100, and all other costs of arbitration shall be borne by us. However, attorney's fees and fees paid to medical or other expert witnesses are not arbitration expenses, and are to be paid by the party incurring them.

(2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. Coordination And Nonduplication

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Covered auto" means a "private passenger auto" to which the "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.
2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as you.
3. "Occupying" means in or upon or entering into or alighting from.
4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for a wheelchair or other low-powered vehicle.
5. "Private passenger auto" means a four-wheel passenger or station wagon type "auto" not used as a public or livery conveyance and includes any other four-wheel "auto" of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA BASIC FIRST PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsements.

SCHEDULE

Benefits	**Limit of Liability (per insured)**
Medical Expense Benefits	Up to $5,000

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

A. COVERAGE

We will pay the Basic First Party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto."

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury," medical expenses will be paid without limitation as to the time such further expenses are incurred.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."
3. Any person while "occupying" a covered "auto."
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto."

   If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

C. EXCLUSIONS

We will not pay First Party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:

Copyright, Insurance Services Office, Inc., 1993

a. You; or

b. Any "family member."

5. Sustained by any person who, at the time of the "accident":

a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or

b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.

6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.

7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:

a. You; or

b. Any "family member."

8. Sustained by any person while "occupying":

a. A recreational vehicle designed for use off public roads; or

b. A motorcycle, moped or similar type vehicle.

9. Caused by or as a consequence of:

a. Discharge of a nuclear weapon (even if accidental);

b. War (declared or undeclared);

c. Civil war;

d. Insurrection; or

e. Rebellion or revolution.

10. From or as a consequence of the following whether controlled or uncontrolled or however caused:

a. Nuclear reaction;

b. Radiation; or

c. Radioactive contamination.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.

2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

1. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.

2. The following CONDITIONS are added:

NON-DUPLICATION OF BENEFITS

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

PRIORITIES OF POLICIES

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act." We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First	The insurer providing benefits to the "insured" as a named insured.
Second	The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."
Third	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."
Fourth	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is: a. Not "occupying" an "auto;" and b. Not provided First Party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;

Copyright, Insurance Services Office, Inc., 1993

2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
   a. By muscular power; or
   b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
   a. Related to you by blood, marriage or adoption; or
   b. A minor in your custody or in the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Benefits	**Limit Per Person**
Medical expenses	$3,000
Work loss	(a) eighty-five percent of any loss of gross income and earning capacity, not to exceed the total of $250 per week;
	(b) $20 per day for inability to perform services for the household;
Funeral expenses	$1,500
Survivor loss	$3,000

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

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

1. Medical expenses.

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

2. Work loss.

a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three day elimination period shall not be applicable; and

b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury" the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecu-

Copyright, Insurance Services Office, Inc., 1998

tive days after the date of the "bodily injury", this three day elimination period shall not be applicable.

3. **Funeral expenses.**

   Funeral, burial or cremation expenses incurred.

4. **Survivor loss.**

   Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

B. Who Is An Insured

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you and which is not a covered "auto".
2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" and which is not a covered "auto".
3. Any person while "occupying" a covered "auto" with the consent of the "insured", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no other valid and collectible insurance, they are "insured", but only up to the minimum personal injury protection coverage and benefits amount specified by UTAH CODE ANN. Section 31A-22-307. This supercedes any provision to the contrary.

   Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.
4. Any person while "occupying" any other "auto" other than a public or livery conveyance, operated by you or a "family member".
5. A "pedestrian" if the "accident" involves the use of a covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "insured" while "occupying" an "auto" owned by, or furnished for the regular use of, that "insured", or if you are an individual, any "family member", that is not a covered "auto".
2. Sustained by any person while operating the covered "auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "auto".
3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".
4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
   a. Causing injury to himself or herself intentionally, or
   b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.
6. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
   a. Under any workers' compensation plan or any similar statutory plan;
   b. By the United States or any of its agencies because of his or her being on active duty in the military services;

E. Changes In Conditions

The following is added to the Duties In The Event Of Accident, Claim, Suit Or Loss Condition:

d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

Copyright, Insurance Services Office, Inc., 1998

e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:

(1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

(2) Such other information that will help us determine the amount due and payable.

The following Conditions are added:

REIMBURSEMENT AND TRUST

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".
3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

COORDINATION AND NON-DUPLICATION

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is primary only for "bodily injury" sustained by an "insured" in an accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

PREMIUM RECOMPUTATION

The premium for this policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means every self-propelled vehicle which is designed for use upon a highway, including trailers and semi-trailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".

Copyright, Insurance Services Office, Inc., 1998

005053

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK EXCLUSION OF MEDICAL EXPENSE FROM MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

In consideration of a reduction in premium, it is agreed that:

If the Medical Expense element of Basic Economic Loss is identified as not applicable in the declarations, the Company shall not be liable for any items of such loss which would otherwise be covered under the New York Mandatory Personal Injury Protection Endorsement with respect to the named insured or named insured and any relative as specified in the declarations. Coverage for any such medical expense element of basic economic loss provided to such named insured or such relative by a company or corporation in accordance with the provisions of 5130(g) of the New York Insurance Law shall reduce the $50,000 aggregate limit of liability for basic economic loss to such person under this policy. This endorsement shall be effective during the term of this policy so long as the medical expense coverage provided by such company or corporation remains in effect, notwithstanding any provisions in the declarations of this policy to the contrary, and in the event this endorsement shall no longer be in effect, the premium may be adjusted accordingly.

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

COMMERCIAL AUTO
ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII PERSONAL INJURY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Hawaii, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Benefit Medical Expenses **Limit Of Insurance $10,000 per person per "accident".**

Deductible

☐ If indicated to the left or in the Declarations, Personal Injury Protection benefits shall be subject to a deductible of $.

This deductible shall apply to the total of all Personal Injury Protection benefits paid to the total number of "insureds", other than those described in Paragraph **b.** of the definition of "insured".

Copayment

☐ If indicated to the left or in the Declarations, Personal Injury Protection benefits shall be subject to a copayment of $ applicable to you or any "family member".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Personal Injury Protection

We will pay, in accordance with the Hawaii Motor Vehicle Insurance Law, personal injury protection benefits for medical expenses incurred with respect to "bodily injury" sustained by an "insured" and caused by an "auto accident" arising out of the operation, maintenance or use of a covered "auto".

These benefits are subject to the provisions of the Hawaii Motor Vehicle Insurance Law. Benefits consist of the following:

All appropriate and reasonable treatment and expenses necessarily incurred as a result of accidental harm to an "insured" and which are substantially comparable to the requirements for prepaid health care plans, including medical, hospital, surgical, professional, nursing, advanced practice nursing recognized pursuant to Chapter 457, dental, optometric, chiropractic, naturopathy, acupuncture, ambulance, prosthetic services, medical equipment and supplies, products and accommodations furnished, x-ray, psychiatric, occupational therapy, rehabilitation, and if prescribed by a medical doctor, physical therapy and therapeutic massage by a licensed massage therapist.

Benefits under this section may be with copayment, and will be subject to and apply the utilization requirements applicable under prepaid health care plans, under Chapter 393 and rules of the Department of Labor and Industrial Relations, pertaining to the Prepaid Health Care Act, as of January 1, 1998. This reference to the Prepaid Health Care Act is only for purposes of describing the coverages and exclusions, without regard to any specific insurer or plan, and will not be construed to transfer coverage to prepaid health care plans.

B. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by any "family member" who is a Named Insured under another motor vehicle insurance policy, except while "occupying" a covered "auto".

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Prperties, Inc., 2004
Used with its permission

2. Sustained by you or any "family member" while "occupying" an "auto" "owned by" you which is not a covered "auto".
3. Sustained by any "family member" while "occupying" an "auto" "owned by" that "family member" and for which the security required under the Hawaii Motor Vehicle Insurance Law is not in effect.
4. Sustained by any person using or operating an "auto" which causes any loss:
   a. While engaged in "criminal conduct"; or
   b. While seeking to avoid lawful arrest by a law enforcement officer.
5. Sustained by you or any "family member" while "occupying", or while a pedestrian caused by, an insured "auto" other than "your covered auto".
6. Sustained outside Hawaii by any person other than you or a "family member" resulting from the operation, maintenance or use of an "auto" which is:
   a. Regularly used in the business of transporting persons or property; and
   b. One of 5 or more autos under common ownership.
7. Resulting from hazardous properties of nuclear materials.
8. To any person receiving public assistance benefits when a motor vehicle insurance policy is issued to certified public assistance recipients at no cost under the Hawaii Joint Underwriting Plan.

   "Person receiving public assistance benefits" means a person receiving:
   a. Direct cash payments through the Department of Human Resources; or
   b. Benefits from the Social Security Supplemental Security Insurance Program.
9. To any person occupying a motorcycle or motorscooter at the time of accident.

C. Limit Of Insurance

1. The Limit Of Insurance shown in the Schedule or Declarations for this coverage is our maximum limit of insurance for each "insured" injured in any one "auto accident". This is the most we will pay regardless of the number of:
   a. "Insureds";
   b. Claims made;
   c. "Autos" or premiums shown in the Declarations;
   d. "Autos" involved in the "auto accident"; or
   e. Insurers providing personal injury protection benefits.
2. Subject to our maximum limit of insurance for this coverage, our limit of insurance for each person for:
   a. Chiropractic treatments shall not exceed the lesser of:
      (1) Thirty visits at not more than $75 a visit, plus five x-rays at no more than $50 each; or
      (2) Treatment as defined by the Hawaii State Chiropractic Association guidelines.
   b. Acupuncture treatments shall not exceed thirty visits at no more than $75 a visit.
   c. Naturopathic treatments shall not exceed thirty visits at no more than $75 a visit.

   However, the combined total of naturopathic, chiropractic and acupuncture treatments shall not exceed thirty visits.
3. Any amount payable under this insurance will be limited by the workers compensation supplemental medical fee schedule.
4. Any amount payable under this insurance will be reduced by amounts paid, payable, or required to be provided under any workers compensation law.

   However if an "insured's" right to collect these workers compensation benefits is contested, resulting in a delay of these payments, we will pay personal injury protection benefits.
5. If the Schedule or Declarations indicates that:
   a. The medical expenses deductible option applies, any amounts payable for the sum of medical expenses for you or any "family member" as a result of any one "auto accident" will be reduced by the amount of such deductible.
   b. The medical expenses copayment option applies, any amounts payable for the sum of medical expenses for you or any "family member" as a result of any one "auto accident" will be reduced by such copayment after the application of any deductible.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Properties, Inc., 2004
Used with its permission

D. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Paragraph **b.** of the **Duties In the Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   b. A person seeking coverage must:

   (1) Cooperate with us in the investigation or settlement of any claim.

   (2) Submit, as often as we reasonably require, to physical or mental examinations by health care providers we select or are acceptable to us.

   (3) Authorize us to obtain:

   (a) Medical reports;

   (b) Statements of earnings; and

   (c) Other pertinent records.

   (4) Submit a written proof of claim under oath when required by us, including full information on the nature of treatment received and planned.

   (5) Promptly send us copies of the legal papers if a suit is brought.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended by the addition of the following:

   If we make payment under this policy and the person to or for whom payment is made recovers damages from another, we will have a lien on the proceeds of recovery and that person shall:

   a. Hold in trust for us the proceeds of the recovery; and

   b. Reimburse us to the extent of our payment.

   For any recovery subject to this provision, which results in duplication of personal injury protection benefits already paid under this policy, we are entitled to recover 50% of the basic statutory requirement for Personal Injury Protection benefits. However, this 50% recovery does not apply to workers compensation.

3. The following Conditions are added:

   a. Arbitration

   If we and an "insured" do not agree on any matter to a claim, either party may request arbitration as prescribed in Section 431:10C-213 of the Hawaii Motor Vehicle Insurance Law.

   b. Non-Duplication Of Benefits

   No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

   (1) "Autos" covered; or

   (2) Insurers (including self-insurers) providing security in accordance with the Hawaii Motor Vehicle Insurance Law.

   If an "insured" is entitled to similar benefits under more than one policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

   If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

   If you or a "family member" are driving a "temporary loaner vehicle" and you are in an "auto accident", this insurance is primary and any similar insurance cov-ering the "temporary loaner vehicle" will be excess coverage.

   If there is an "auto accident" while an employee of a registered repair shop or licensed motor vehicle dealer is driving or road-testing "your covered auto", this insurance is excess to any primary coverage for personal injury protection benefits available to the repair shop or dealer.

   c. Excess Provision

   In consideration of the coverage afforded under Personal Injury Protection benefits and the adjustment of any applicable rates, any amount payable under Uninsured Motorists Coverage will be excess to the amount of personal injury protection benefits paid or payable to an "insured" whose claim for such benefits meets the requirements of the Hawaii Motor Vehicle Law.

   d. Constitutionality Provision

   If a court of competent jurisdiction declares, or enters a judgment which renders the provisions of the Hawaii Motor Vehicle Insurance Law providing for aboli-

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Properties, Inc., 2004
Used with its permission

005055

tion of tort liability invalid or unenforceable, we are subrogated to all rights of an "insured" to whom or for whose benefit any personal injury protection benefits have been paid under this policy to the full extent of such payments.

The "insured" shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

E. Additional Definitions

As used in this endorsement:

1. "Auto" means a vehicle of the type required to be registered under Chapter 286 of Hawaii Revised Statutes or a trailer attached to an "auto" but not including motorcycles or motor scooters.
2. "Auto accident" means an accident resulting from:
   a. The "operation, maintenance, or use" of an "auto" as an "auto".
   b. Movement of an object propelled by an "auto".
3. "Criminal conduct" means:
   a. Committing an offense punishable by more than a year's imprisonment.
   b. Operating or using an "auto" to intentionally cause "bodily injury" or "property damage".
   c. Operating or using an "auto" as a converter without a good faith belief by the operator or user that he or she is entitled to operate or use the vehicle.
4. "Insured" means:
   a. You or any "family member" injured in an "auto accident":
      (1) While "occupying" an "auto"; or
      (2) As a "pedestrian" when struck by an "auto".
   b. Anyone else injured in an "auto accident" while "occupying" or when struck as a "pedestrian" by "your covered auto" or a "temporary loaner vehicle".
5. "Occupying" means in, upon, getting in, on, out or off.
6. "Operation, maintenance or use" includes "occupying" but does not include:
   a. Loading or unloading unless "bodily injury" occurs next to the vehicle; or
   b. Work done in the business of repairing, servicing or otherwise maintaining vehicles unless these are done outside the premises of this business.
7. "Owned by" means that a person:
   a. Holds a legal title; or
   b. Is a debtor who has legal possession while buying a vehicle on installments; or
   c. Has legal possession and has an agreement or lease of one year or more; or
   d. Is the owner of an "auto" until on selling the "auto", title is delivered to the buyer.
8. "Pedestrian" means anyone not "occupying" an "auto".
9. "Temporary loaner vehicle" means an "auto":
   a. Available to you as a customer of a repair shop or a dealer licensed by one or more appropriate state agencies.
   b. Used by you while the garage or dealer is servicing "your covered auto".
10. "Your covered auto" means an "auto":
    a. For which you are required to maintain security under the Hawaii Motor Vehicle Insurance Law.
    b. To which "bodily injury" liability coverage under this policy applies.

HAWAII INSURANCE BUREAU, INC.
Includes copyrighted material
of ISO Properties, Inc., 2004
Used with its permission

WEST VIRGINIA SPLIT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury"	$SEE	CAT030	Each Person
		$	40,000	Each "Accident"
	"Property Damage"	$	10,000	Each "Accident"
Underinsured Motorists Coverage	"Bodily Injury"	$	20,000	Each Person
		$		Each "Accident"
	"Property Damage"	$	10,000	Each "Accident"

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

Paragraph **D. LIMIT OF INSURANCE** is replaced by the following:

1. The following applies with respect to Uninsured Motorists Coverage:
   a. Except as provided in subparagraph **1.b.** below:
      (1) The most we will pay for all damages resulting from "bodily injury to any one person caused by any one "accident" with an "uninsured motor vehicle," including all damages claimed by any person or organization for care, loss of services or death resulting from "bodily injury," is the limit of "Bodily Injury" for Uninsured Motorists Coverage shown in the Schedule for each person.
      (2) Subject to the maximum limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" with an "uninsured motor vehicle" is the limit of "Bodily Injury" for Uninsured Motorists Coverage shown in the Schedule for each "accident."

      This is the most we will pay regardless of the number of "insureds," premiums paid, claims made or vehicles involved in the "accident."
   b. The most we will pay for all damages resulting from "property damage" caused by any one "accident" with an "underinsured motor vehicle" is the limit of "Property Damage" for Underinsured Motorists Coverage shown in the Schedule for each "accident." The maximum limit of liability is the most we will pay regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident."
2. The following applies with regard to Underinsured Motorists Coverage:
   a. Except as provided in subparagraph **2.b.** below:
      (1) The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" with an "underinsured motor vehicle," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" for Underinsured Motorists Coverage shown in the Schedule for each person.
      (2) Subject to the maximum limit for each person, the most we will pay for all damages resulting from "bodily injury"

Copyright, Insurance Services Office, Inc., 1993

caused by any one "accident" is the limit of "Bodily Injury" for Underinsured Motorists Coverage shown in the Schedule for each "accident."

This is the most we will pay regardless of the number of "insureds," premiums paid, claims made or vehicles involved in the "accident."

b. The most we will pay for all damages resulting from "property damage" caused by any one "accident" with an "underinsured motor vehicle" is the limit of "Property Damage" for Underinsured Motorists Coverage shown in the Schedule for each "accident." The maximum limit of liability is the most we will pay regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident."

3. In no event will an "insured" be entitled to receive duplicate payments for the same elements of loss.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT

We, the company, agree with you, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. Definitions

For purposes of this SUM endorsement, the following terms have the following meanings.

a. Insured

The unqualified term "insured" means:

(1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;

(2) Any other person while occupying:

(a) A motor vehicle insured for SUM under this policy; or

(b) Any other motor vehicle while being operated by you or your spouse; and

(3) Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph **(1)** or **(2)** above.

b. Bodily Injury

The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

c. Uninsured Motor Vehicle

The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

(1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or

(2) Neither owner nor driver can be identified (including a hit-and-run vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:

(a) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(b) At the request of the Company, the insured or the insured's legal representative makes available for inspection the automobile the insured was occupying at the time of the accident; or

(3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:

(a) The amount of such insurance coverage or bond is less than the

Copyright, Insurance Services Office, Inc., 1998

third-party bodily injury liability limit of this policy; or

(b) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or

(c) The insurer writing such insurance coverage or bond denies coverage, or such insurer is or becomes insolvent

The term "uninsured motor vehicle" does not include a motor vehicle that is:

(1) Insured under the liability coverage of this policy; or

(2) Owned by you, as the named insured, or your spouse residing in your household; or

(3) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or

(4) Owned by the United States of America. Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or

(5) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or

(6) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

d. Occupying

The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

e. State

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

2. Damages for Bodily Injury Caused by Uninsured Motor Vehicles

We will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this SUM endorsement.

3. SUM Coverage Period and Territory

This SUM coverage applies only to accidents that occur:

a. During the policy period shown in the Declarations; and

b. In the United States, its territories or possessions, or Canada.

EXCLUSIONS

This SUM coverage does **not** apply:

1. To bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives, or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, but this provision shall be subject to Condition **10**.

2. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.

3. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties After an Accident or Loss"; "Fraud"; and "Termination" if applicable.

Copyright, Insurance Services Office, Inc., 1998

2. Notice and Proof of Claim

As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.

As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the SUM amount payable.

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

3. Medical Reports

The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative (or in the event of such insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain relevant medical reports and copies of relevant records.

4. Notice of Legal Action

If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

5. SUM Limit

The SUM limit payable under this SUM endorsement shall be:

a. The SUM limit stated in the Declarations; or

b. If the bodily injury results in death, we will provide a SUM limit of the higher of the SUM limit stated in the Declarations, or $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, $100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

6. Maximum SUM Payments

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

a. The SUM limit; and

b. The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident

7. Non-Stacking

Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums shown in this policy, or premium paid, the limits, whether for uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.

8. Priority of Coverage

If an insured is entitled to uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy, and the following order of priority shall apply:

a. A policy covering a motor vehicle occupied by the injured person at the time of the accident;

b. A policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and

c. A policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher policy.

Copyright, Insurance Services Office, Inc., 1998

9. Exhaustion Required

Except as provided in Condition **10**, we will pay under this SUM coverage only after the limits of liability have been used up under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.

10. Release or Advance

In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.

An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

11. Non-Duplication

This SUM coverage shall not duplicate any of the following:

a. Benefits payable under workers' compensation or other similar laws;

b. Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;

c. Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;

d. Any valid or collectible motor vehicle medical payments insurance; or

e. Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

12. Arbitration

If any insured making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures prescribed or approved by the Superintendent of Insurance for this purpose.

If, however, the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any awa rd made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.

13. Subrogation

If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition **10**, such person shall do nothing to prejudice this right.

14. Payment of Loss by Company

We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

Copyright, Insurance Services Office, Inc., 1998

15. Action Against Company

No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

16. Survivor Rights

If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:

a. The survivor as named insured;

b. The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and

c. Any relative who was an insured at the time of such death.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SPLIT SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS LIMITS

Conditions 5. and 6. in the Supplementary Uninsured/Underinsured Motorists Endorsement – New York are replaced by the following:

CONDITIONS

5. SUM Limits

The SUM limits payable under this SUM endorsement shall be:

a. the SUM limits stated in the Declarations; or

b. If the bodily injury results in death, we will provide SUM limits of the higher of the SUM limits stated in the Declarations, or $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, $100,000 for such bodily injury resulting in death sustained by two ore more persons as the result of any one accident.

6. Maximum SUM Payments

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

a. The SUM limits; and

b. The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations for "Each Person" is the amount of coverage for all damages due to bodily injury to one person. The SUM limit shown under "Each Accident" is, subject to the limit for each person, the total amount of coverage for all damages due to bodily injury to two or more persons in the same accident.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POIICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT – NEW YORK

We, the Company, agree with you, as the named insured, in return for the payment of the premium for this coverage to provide you with Uninsured Motorists (UM) Coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative, shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
2. **Definitions.** For purposes of this UM endorsement, the following terms shall have the following meanings:
   - **(a) Insured.** The unqualified term "insured" means:
     - **(1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
     - **(2)** Any other person while occupying:
       - **(i)** A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
       - **(ii)** Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
     - **(3)** Any person. with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under sub-paragraphs (1) or (2) above.
   - **(b) Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means a motor vehicle that through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
     - **(1)** No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
     - **(2)** Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
       - **(i)** The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
       - **(ii)** At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was

005060

occupying at the time of the accident, or

(3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:

(i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or

(ii) The insurer writing such insurance coverage or bond denies coverage.

(4) The term "uninsured motor vehicle" does not include a motor vehicle that is:

(i) Insured under the liability coverage of this policy; or

(ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or

(iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits ot this policy; or

(iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or

(v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawlertreads; or

(vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(c) **Hit-and-Run Motor Vehicle.** The term "hit-and-run motor vehicle" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:

(1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";

(2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(3) at our request, the insured or his legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.

(d) **Bodily Injury.** The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

(e) **Occupying.** The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

(f) **State.** The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

3. **Territory.** The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

Exclusions

This UM coverage does not apply:

1. To bodily injury to an insured while operating a motor vehicle in violation of an order of sus-pension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained.
2. To bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, the insured's legal representatives or any person entitled to

Insurance Services Office, Inc., 1996

payment under this UM coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor, but this provision shall be subject to Condition 8 of this UM endorsement

3. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
4. So as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or disability benefits law or any similar law.
5. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this UM coverage except "Duties After an Accident or Loss"; "Fraud", and "Termination" if applicable.
2. **Premium.** If during the policy period the number of motor vehicles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to the named insured changes, the named insured shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to us; If less, we shall return to the named insured the unearned portion paid by such insured.
3. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

   As soon as practicable after our written request, the insured or other person making any claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the UM amount payable hereunder.

   The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice- f claim.
4. **Medical Reports.** The injured person shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative, or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor, shall upon our request authorize us, when and as often as we may reasonably require, to obtain relevant medical reports and copies of records.
5. **Notice of Legal Action.** If the insured or such insured's legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.
6. **UM Limit of Liability.** The UM limit payable under this UM endorsement shall be:

   (a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is $25,000 per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or

005061

more persons, as the result of any one accident is $50,000.

(b) If the bodily injury results in death, the limit of our liability shall be $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, $100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

(c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by;

(1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and

(2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.

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

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

8. **Release or Advance.** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this UM coverage. Any excess above those amounts shall be paid to the insured.

An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

9. **Non-Duplication.** This UM coverage shall not duplicate any of the following:

(a) Benefits payable under workers' compensation or other similar laws;

(b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law.

(c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;

(d) Any valid or collectible motor vehicle medical payments insurance; or

(e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.

10. **Arbitration.** If we do not agree with the insured or the insured's representative making claim hereunder that the insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this UM endorsement then, upon written demand of either the claimant or us, the matter or matters upon

which we do not agree with such person shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association prescribed or approved by the Superintendent of Insurance for this purpose. Judgment upon the award rendered by the aibitrators may be entered in any court having jurisdiction thereof. Such person and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this UM endorsement.

11. **Subrogation.** If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.
12. **Payment of Loss by Company.** We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
13. **Action Against Company.** No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.
14. **Assignment.** Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.
15. **Survivor Rights.** If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:
    (a) The survivor as named insured;
    (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
    (c) Any relative who was an insured at the time of such death.
16. **Policy Period – Termination.** This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit Of Liability

Bodily Injury:	$ SEE CAT030	**Each "Accident"**
Property Damage:	$ 25,000	**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

   Uninsured Motorists Coverage also applies to damages an "insured" is legally entitled to recover from the owner or driver of a motor vehicle to which "property damage" liability policy applies at the time of the "accident". However, this applies only when the insuring or bonding company is unable to pay the limits of its "property damage" coverage because of insolvency.

   The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

   b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

      (1) Have been given prompt written notice of such tentative settlement; and

      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

   a. The Named Insured and any "family members".

   b. Anyone else "occupying" an "insured motor vehicle" or a temporary substitute for an "insured motor vehicle". The "insured motor vehicle" must be out of service be-

© ISO Properties, Inc., 2004

cause of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" an "insured motor vehicle" or a temporary substitute for an "insured motor vehicle". The "insured motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. "Bodily injury" sustained by:

a. The Named Insured while "occupying" or when struck by any vehicle owned by the Named Insured that is not an "insured motor vehicle" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not an "insured motor vehicle" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

d. The following "insureds":

(1) The Named Insured or any "family member":

(a) While that "insured" is operating any "auto"; and

(b) While that "insured's" driver's license is suspended or revoked.

(2) Any other "insured":

(a) While operating an "insured motor vehicle"; and

(b) While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to a "family member" using the "insured motor vehicle" which is owned by the Named Insured.

6. Punitive or exemplary damages.

D. Limit Of Insurance

1. Regardless of the number of "insured motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from bodily injury sustained in any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

Regardless of the number of "insured motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all "property damage" resulting from any one "accident" is the limit of liability required by the New Hampshire Financial Responsibility Law.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage form, Medical Payments Coverage endorsement, Underinsured Motorists Coverage en-

© ISO Properties, Inc., 2004

dorsement or Uninsured Motorists Coverage endorsement. This provision does not apply if duplicate payments for Uninsured Motorists Coverage is also provided for the same elements of "loss" under Medical Payments Coverage.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

Uninsured Motorists Coverage for "property damage" is excess to any other collectible coverage.

3. Any amount payable for "property damage" under this insurance will not reduce the limit of insurance applicable to an "insured" for "bodily injury" under this insurance.

E. Changes In Conditions

The Conditions are changed for **Uninsured Motorists Coverage** as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this coverage form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved, and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative set-

© ISO Properties, Inc., 2004

tlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

b. We also have a right to recover the advance payment.

4. The following Condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. However, the "insured" will not be required to advance the expenses of arbitration.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to the individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Insured motor vehicle" means a self-propelled vehicle, "trailer", or semi-trailer for which the Named Insured has purchased Uninsured Motorists Coverage. However, it does not include a farm tractor or crawler type tractor or a vehicle operated exclusively upon stationary tracks.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Property damage" means physical injury to or destruction of:

(a) An "insured motor vehicle" which is registered or principally garaged in New Hampshire and which is owned by the Named Insured or if the Named Insured is an individual such Named Insured's spouse, if a resident of the Named Insured's household.

(b) Any property owned by the Named Insured or if the Named Insured is an individual any "family member" which is contained in the "insured motor vehicle".

(c) Any property owned by anyone else which is contained in the "insured motor vehicle" while the person is "occupying" the "insured motor vehicle".

5. "Uninsured motor vehicle" means a land motor "vehicle" or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where an "insured motor vehicle" is principally garaged.

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semi-trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where an "insured motor vehicle" is principally garaged, but their limits are less than the limit of this coverage.

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", an "insured motor vehicle" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", an "insured motor

© ISO Properties, Inc., 2004

vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

© ISO Properties, Inc., 2004

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

COMMERCIAL AUTO
ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

LIMITS	Liability	$	Limits of Insurance as
	Auto Medical Payments	$	stated in Item Two of
	Uninsured Motorists	$	the applicable Coverage
	Underinsured Motorists	$	Part Declarations

Name of Individual	Liability Premium	Auto Medical Payments Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Physical Damage Comp. Premium	Physical Damage Coll. Premium
ANY INDIVIDUAL, OFFICER, OR EMPLOYEE, OF THE "INSURED" WHO IS FURNISHED WITH A COMPANY AUTO FOR THEIR EXCLUSIVE USE AND IS NOT AN INSURED UNDER A PERSONAL AUTO POLICY.	$	$	$	$	$	$

Note – When uninsured motorists is provided at limits higher than the basic limits required by a financial responsibility law, underinsured motorists is included, unless otherwise noted. If underinsured motorists coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

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

© ISO Properties, Inc., 2000

A. This endorsement changes only those coverages where a premium is shown in the Schedule.

B. **Changes In Liability Coverage**

1. Any "auto" you hire, borrow or don't own is a covered "auto" for Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

   a. Any "auto" owned by that individual or by any member of his or her household.

   b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured:**

   Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. **Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**

The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **Changes In Physical Damage Coverage**

Any private passenger type "auto" you hire, borrow or don't own is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. **Additional Definition**

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Description of Auto:

WHERE REQUIRED BY WRITTEN CONTRACT

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

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto."

B. CHANGES IN LIABILITY COVERAGE

The following is added to WHO IS AN INSURED:

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto."

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision.

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

© ISO Properties, Inc., 2000

005067

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

This Endorsement applies to risks not subject to the Massachusetts Compulsory Automobile Insurance Law.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

COVERAGE

The third paragraph is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

B. Changes In Physical Damage Coverage

1. COVERAGE

   Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

   If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

   a. "Loss" caused by contact with a bird or animal;

   b. "Loss" caused by falling objects or missiles; and

   c. Glass breakage.

   However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

2. DEDUCTIBLE is replaced by the following:

   1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.

   2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.

   3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

3. The following Condition is added to Physical Damage Coverage.

   LOSS PAYEE

   When the Declarations shows that a loss payee has secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

   The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft or any other means of disposal committed by you or at your direction.

   When we pay any loss payee, we shall, to the extent of our payment, have the right to exer-

Copyright, Automobile Insurers Bureau, 1998

cise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

C. The Cancellation Common Policy Condition is replaced by the following:

You can cancel all or any part of the insurance at any time by giving us or your agent at least twenty days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order for us to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

Copyright, Automobile Insurers Bureau, 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization | **Address**

SEE END CA T8 08 01 06

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

COMMERCIAL AUTO
ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization

THE CITY OF FOLSOM, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS.

Address

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

COMMERCIAL AUTO
ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization

CITY OF THOUSAND OAKS
PUBLIC WORKS DEPARTMENT

Address

2100 THOUSAND OAKS BOULEVARD

THOUSAND OAKS CA 913622903

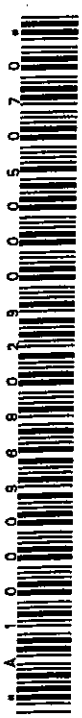
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Description or Designation of Employees:

EXECUTIVE OFFICERS AND MANAGERS

PROVISIONS

A. CHANGES IN LIABILITY COVERAGE

Paragraph 5 of the EXCLUSIONS under SECTION II—LIABILITY COVERAGE does not apply to any of the employees described or designated in the Schedule above. However, this endorsement provides insurance only to the extent that there is no other valid and collectible insurance available to such described or designated employees.

B. CHANGES IN COMMERCIAL AUTO COVERAGE PART

The General Conditions of the policy are changed for FELLOW EMPLOYEE COVERAGE by adding the following:

a. For any "bodily injury" to any fellow employee of the "insured" arising out of and in the course of his or her employment, the policy provides insurance to the extent that there is no other valid and collectible insurance available to the insured.

Copyright Travelers Indemnity Company, 2004
Contains copyrighted material of © ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NOTICE REQUIREMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph a. of LOSS CONDITION A.2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

Copyright, The Travelers Indemnity Company, 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES — LEASED AUTO DEFINITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

DEFINITIONS

The definition of "leased auto" is added:

"Leased auto" means an "auto" you lease or rent for one year or more to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

Copyright Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY—TORT THRESHOLD OPTIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

The premium for this Coverage Form is based on rates which reflect the tort threshold option indicated below:

[X] Lawsuit (Verbal) Threshold

[ ] No Threshold

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN BUSINESS AUTO, GARAGE, TRUCKERS AND MOTOR CARRIER COVERAGE FORMS—AUDIT (NEW YORK)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This policy is changed as follows:

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. To determine your final premium due, we may examine your records at any time during the period of coverage and up to 180 days afterward. If we examine your records to determine your actual exposures, the estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, you will get a refund. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

If we have not audited your exposures within 180 days after this policy has expired, you may request us to conduct an examination of your records to determine your actual exposures if you so desire. If we elect not to audit your exposures and you do not request such an audit, the final premium due will be the same as the estimated total premium for this policy, and you will not be billed for any additional premium nor will you receive a refund.

Copyright, The Travelers Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition is changed as follows:

1. Paragraph **2.** is replaced by the following:

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

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

b. 45 days before the effective date of cancellation by certified mail if we cancel for any other reason.

2. Paragraph **3.** does not apply.

3. Paragraph **5.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written For More Than One Year

(1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

4. Paragraph **6.** is amended by the addition of the following:

However, if we cancel for nonpayment of premium, a certificate of mailing will be sufficient proof of mailing and sufficient proof of notice.

B. The following Condition is added:

NONRENEWAL

1. If we decide not to renew or continue this policy we will mail by certified mail to the first Named Insured written notice at least 45 days before the end of the policy period.

2. If we fail to mail proper notice of nonrenewal and the first Named Insured obtains other insurance this policy will end on the effective date of that insurance.

3. We will mail by certified mail our notice of nonrenewal to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 2000

005074

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and this policy covers fewer than five "autos" of the private passenger type not rated on a fleet basis; or this policy is a plan of reparation security insuring fewer than five "autos" rated on a commercial or fleet basis, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. The first Named Insured may cancel the policy by mailing or delivering to us advance written notice of cancellation.

b. Policies In Effect Less Than 60 Days

When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured:

(1) So as to be received at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

The notice of cancellation will state the reasons for cancellation. Information regarding moving traffic violations or motor vehicle accidents must be specifically requested on the application in order for us to cancel within the first 59 days of coverage for those incidents.

c. Policies In Effect 60 Days Or More

When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was obtained through a material misrepresentation;

(3) Any "insured" made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;

(4) You failed to disclose fully your "auto" accidents and moving traffic violations for the preceding 36 months if called for in the written application for this policy;

(5) You failed to disclose in the written application any requested information necessary for the acceptance or proper rating of the risk;

(6) You knowingly failed to give any required notice of loss or notice of lawsuit commenced against you, or when requested, refused to cooperate in the investigation of a claim or defense of a lawsuit;

(7) You or any driver who either lives with you or customarily uses a covered "auto":

(a) Has had his or her driver's license suspended or revoked within the 36 months prior to the notice of cancellation because of a moving traffic violation or a refusal to be tested for being under the influence of alcohol;

© ISO Properties, Inc., 1999

(b) Is or becomes subject to epilepsy or heart attacks and does not produce a physician's certificate stating that he or she can operate an "auto" safely;

(c) Has an "accident" or conviction record, physical or mental condition, any one or all of which are such that his or her operation of an "auto" might endanger the public safety;

(d) Has been convicted, or forfeited bail, during the 24 months immediately preceding the notice of cancellation for criminal negligence in the use or operation of an "auto", or assault arising out of the use of an "auto" or operating an "auto" while in an intoxicated condition or while under the influence of drugs; or leaving the scene of an "accident" without stopping to report; or making false statements in an application for a driver's license, or theft or unlawful taking of an "auto";

(e) Has been convicted of, or forfeited bail for, one or more violations within the 18 months before the notice of cancellation, of any law, ordinance, or regulation which justify a revocation of a driver's license;

However, Subparagraphs **(a)** through **(e)** above do not apply with respect to any driver who either lives with you or customarily uses a covered "auto" if that driver is identified as a named insured in another coverage form or policy as an insured.

(8) A covered "auto" is:

(a) So mechanically defective that its operation might endanger public safety; or

(b) Used in carrying passengers for hire or compensation. This does not include car pools; or

(c) Used in the business of transporting flammables or explosives; or

(d) An authorized emergency vehicle; or

(e) Subject to an inspection law and has not been inspected or if inspected has failed to qualify within the period specified under such inspection law; or

(f) Substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use.

(9) We replace this policy with another one providing similar coverages and the same rates and limits for the covered "auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

If we cancel for any reason described in Paragraphs **c.(1)** through **(9)** above, we will give written notice of cancellation to the first Named Insured at least:

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

(2) 30 days before the effective date of cancellation if we cancel for any other reason described in Paragraphs **c.(2)** through **c.(9)**.

The effective date of cancellation stated in the notice shall become the effective date of cancellation.

d. If this policy is cancelled, we will send the first Named Insured any premium refund due. Cancellation will be on a pro rata basis if the unearned premium is for a period of more than one month. If you request cancellation and the unearned premium is for a period of one month or less, the refund may be less than pro rata.

If we cancel, cancellation will not become effective unless the premium refund due is returned to you with the notice of cancellation or is delivered or mailed to you so as to be received by you not later than the effective date of cancellation.

If you cancel, any premium refund due will be refunded within 30 days following our receipt of the request for cancellation.

e. Proof of mailing of any notice shall be sufficient proof of notice.

© ISO Properties, Inc., 1999

005075

2. Nonrenewal

a. If we decide not to renew or continue this policy we will give the first Named Insured written notice of our intent not to renew at least 60 days before the end of the policy period. Such notice will be mailed or delivered to the first Named Insured at the last mailing address known to us. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

c. Proof of mailing of any notice shall be sufficient proof of notice.

B. For all other policies not described in Paragraph **A.** above, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

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

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

c. Policies In Effect Less Than 90 Days

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

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

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

d. Policies In Effect 90 Days Or More

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

(1) Nonpayment of premium;

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

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

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

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

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

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

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

© ISO Properties, Inc., 1999

If we cancel for any reason described in Paragraphs **d.(1)** through **(8)** above, we will give notice at least:

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

(2) 60 days before the effective date, if we cancel for any other reason described in Paragraphs **d.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

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

f. Proof of mailing of any notice shall be sufficient proof of notice.

2. Nonrenewal

If we decide not to renew or continue this policy, we will give the first Named Insured and any agent notice of our intent not to renew, at least 60 days before the expiration date. Such notice will be mailed or delivered to the first Named Insured and any agent at their last mailing addresses known to us.

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

a. Insured elsewhere;

b. Accepted replacement coverage; or

c. Agreed not to renew this policy.

Proof of mailing of any notice shall be sufficient proof of notice.

© ISO Properties, Inc., 1999

005076

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

A. Cancellation

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

2. **Midterm Cancellation**

   a. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason. If we cancel for nonpayment of premium, we will mail at least 10 days written notice to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.

   b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

      (1) Nonpayment of premium.

      (2) If you are an individual and your driver's license or motor vehicle registration or that of a driver who lives with you and customarily uses the covered "auto" has been suspended or revoked during the policy period, or if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date.

   If we cancel for nonpayment of premium, we will mail at least 10 days written notice, stating the reason for cancellation, to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.

   In this case, our notice will state that upon written request of the first Named Insured, mailed or delivered to us not less than 15 days prior to the effective date of cancellation, we will specify the reason for cancellation.

3. **Anniversary Cancellation**

   If this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at the anniversary of its original effective date for any reason. If we cancel, we will mail you at least 45 days written notice.

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

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

   However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

B. Nonrenewal

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured

© ISO Properties, Inc., 2003

and agent, if any, notice at least 45 days before the end of the policy period. Our notice will state that upon written request of the first Named Insured, mailed or delivered to us not later than 1 month following the termination date of the policy, we will notify the first Named Insured in writing, within 15 days of the request of the reason or reasons for nonrenewal.

If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to apply the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

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

© ISO Properties, Inc., 2003

005077

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to Paragraph **3.** of the **Cancellation** Common Policy Condition:

If the policy has been in effect for 60 days or more or is a renewal or continuation policy, and we cancel for:

a. Nonpayment of premium to a premium finance company; or

b. Any reason other than nonpayment of premium,

notice of cancellation will be sent by registered or certified mail.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

I. If you are an individual and a covered "auto" you own is predominantly used for non-business purposes, the **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

A. Cancellation

1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
   a. Nonpayment of premium. If we cancel for this reason we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
   b. Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to subdivision (1) of section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason we will mail you at least 20 days notice.
   c. We replace this policy with another one providing similar coverages and the same limits for a covered "auto" of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
   d. This policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 45 but not more than 60 days notice.
   e. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days notice.
   f. Any "insured" made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days notice.

Copyright, Insurance Services Office, Inc., 1999

005078

If one of the reasons listed in this Paragraph **3.** exists, we may cancel the entire policy.

4. Instead of cancellation, we may condition continuation of this policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this we will mail you notice at least 20 days before the date of the change.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

   However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12 month period following the effective date of the first of the successive policy periods in which the coverage was provided.
3. We do not have to mail notice of nonrenewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

II. For all policies other than those specified in Section **I.**, the **Cancellation** Common Policy Condition is completely replaced by the following:

ENDING THIS POLICY

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect 60 days or less and is not a renewal or continuation policy, we may cancel the entire policy by mailing to the first Named Insured at least:
   a. 20 days notice if we cancel for any reason not included in Paragraph **b.** below.
   b. 15 days notice if we cancel for any of the following reasons:
      (1) Nonpayment of premium;
      (2) Conviction of a crime arising out of acts increasing the hazard insured against;
      (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
      (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
      (5) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of

Copyright, Insurance Services Office, Inc., 1999

loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

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

(8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, the first Named Insured may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. We will also send a copy of this notice, simultaneously, to the Insurance Department; or

(9) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto", other than a suspension issued pursuant to subdivision one of section 510b of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.

3. When this policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for any of the reasons listed in Paragraph **2.b.** above, provided we mail the first Named Insured at least 15 days notice. If one of the reasons listed in Paragraph **2.b.** exists, we may cancel the entire policy.

4. Regardless of the number of days this policy has been in effect, if:

a. This policy covers "autos" subject to the provisions of Section 370 **(a)** and **(b)** of the New York Vehicles and Traffic Laws; and

b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason,

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. The effective date of cancellation stated in the notice shall become the end of the policy period.

7. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

B. Nonrenewal And Conditional Renewal

1. If we decide not to renew or continue this policy we will send notice as provided in Paragraph **3.** below.

2. If we condition renewal of this policy upon:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion;

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit

 Copyright, Insurance Services Office, Inc., 1999

we will send notice as provided in Paragraph **3.** below.

3. If we decide not to renew or continue this policy, or to conditionally renew this policy as provided in Paragraphs **1.** and **2.** above, we will mail the first Named Insured notice at least 60 but not more than 120 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.

4. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that you have replaced this policy or no longer want it.

5. Any notice of nonrenewal or conditional renewal will be mailed to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

6. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase, and description of any other changes.

7. If we violate any of the provisions of Paragraphs **3.**, **5.** or **6.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(a) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(b) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

C. Paragraph **C.1. Aggregate Limit Of Insurance – Garage Operations – Other Than Covered "Autos"** is amended as follows:

1. The Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Section **II**, Paragraph **B.7.** above.

2. The last sentence of Aggregate Limits – "Garage Operations" Other Than Covered "Autos" does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES— CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **2.** Is replaced by the following:

We will mail or deliver to you and your agent written notice of cancellation, stating the reason(s) for cancellation, at the addresses shown in the policy, at least:

a. 10 days before the effective date of cancellation if cancellation is for nonpayment of premium.

b. 30 days before the effective date of cancellation if cancellation is for any other reason.

2. The following is added to Paragraph **4:**

If this policy is canceled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period.

3. The following is added:

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

a. Nonpayment of Premium;

b. Material misrepresentation of fact, which if known to us would have caused us not to issue the policy;

c. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the policy;

d. Substantial breach of contractual duties, conditions or warranties; or

e. Loss of our reinsurance covering all or a significant part of the particular risk insured, or where continuation of the policy would imperil our solvency or place us in violation of the laws of South Carolina.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail to you and your agent, written notice, stating the reason(s) for nonrenewal, at the addresses shown in the policy, at least 30 days before the end of the policy period.

Copyright, Insurance Services Office, Inc., 1999

005080

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The Cancellation Common Policy Condition does not apply. The following Condition applies instead:

CANCELLATION

1. The first Named Insured may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason provided we mail written notice of cancellation to the first Named Insured within this period. If we cancel, we will mail the first Named Insured at least 10 days notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons.
   a. Nonpayment of premium. If we cancel for this reason, we will mail the first Named Insured at least 10 days notice.
   b. There has been a substantial change in the risk assumed by us since the policy was issued. If we cancel for this reason, we will mail the first Named Insured at least 30 days notice.
   c. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
   d. Willful and negligent acts or omission by the "insured" have substantially increased the hazards insured against. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
   e. Revocation or suspension of your driver's license or that of another operator who either resides in the same household or customarily operates the "auto". If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
   f. You present a claim based on fraud or material misrepresentation. If we cancel for this reason, we will mail the first Named Insured at least 15 days notice.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added:

NON-RENEWAL

1. If we decide not to renew or continue this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
2. If we offer to renew or continue and you do not accept, this Coverage Part will end on the expiration date of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

 Copyright, Insurance Services Office, Inc., 1998

3. If we fail to mail proper notice of non-renewal and you obtain other insurance, this Coverage Part will end on the effective date of that insurance.

C. Mailing of Notices

We will mail or deliver our notice of cancellation or non-renewal to your last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to paragraph **2.** of the CANCELLATION Common Policy Condition:

When this policy is in effect less than sixty days and is not a renewal or continuation policy, we may cancel for any reason that is not prohibited by Section 33-6B-3 of the West Virginia Statutes.

The following is added and supercedes any provision to the contrary:

B. NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice at least 45 days before the end of the policy.
2. For policies that have been in effect less than two years, we will have the right not to renew or continue this policy if the reason or reasons for the nonrenewal are not prohibited by the provisions of Section 33-6B-3 of the West Virginia Statutes.
3. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.
4. Any notice of nonrenewal will be mailed or delivered to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

 Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS' COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Non-payment of premium; or

(2) Substantial increase in hazard.

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

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

(1) Non-payment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason will be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

B. Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

C. The following is added:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

a. We manifest our willingness to renew;

b. We refuse to renew due to non-payment of premium;

c. If you fail to pay any advance premium required by us for this renewal; or

d. Any property covered under this policy is insured under another insurance policy.

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

© ISO Properties, Inc., 2002

005082

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.
3. If this policy has been in effect for 60 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.
4. If this policy has been in effect more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The registration of a covered auto has been suspended or revoked during the policy period and this results in no covered "auto" being validly registered;
   c. An insured's license has been suspended or revoked during the policy period.
5. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

1. If we decide not to renew or continue this policy we will mail or deliver to the first Named Insured written notice at least 30 days before the end of the policy period. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. Failure to pay the required renewal or continuation premium when due shall mean that the first Named Insured has not accepted our offer.
2. If the first Named Insured obtains other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

We will mail by post office receipt secured or certified mail or deliver our notice of cancellation or nonrenewal to the last mailing addresses known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the "private passenger type," and this policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the CANCELLATION Common Policy Condition does not apply to that "auto." The following Condition applies instead:

ENDING THIS POLICY

1. Cancellation

   a. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this policy by mailing you notice of cancellation. If we cancel for nonpayment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days written notice.

   c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel LIABILITY COVERAGE and PERSONAL INJURY PROTECTION only for one or more of the following reasons:

   (1) Nonpayment of premium.

   (2) Fraudulent misrepresentation in obtaining this policy.

   (3) The "insured" violates any terms or conditions of the policy.

   (4) You or any other operator who either resides in the same household or customarily operates a covered "auto."

   (a) Has had his or her driver's license suspended or revoked during the policy period.

   (b) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate stating that he or she can operate a motor vehicle safely.

   (c) Has been convicted during the policy period or 36 months before it, for:

   (i) Any felony, or

   (ii) Criminal negligence resulting in death, homicide or assault, arising from the operation of a motor vehicle, or

   (iii) Driving a motor vehicle while intoxicated or under the influence of drugs, or

   (iv) Leaving the scene of an "accident" without stopping to report, or

   (v) Theft of a motor vehicle, or

   (vi) Making false statements when applying for a driver's license, or

   (vii) A third moving violation, committed within a period of 18 months of:

   (a) any regulation limiting the speed of motor vehicles, or

   (b) any of the provisions in the motor vehicle laws of

Copyright, Insurance Services Office, Inc., 1995

any state, the violation of which constitutes a misdemeanor or traffic infraction, or

(c) any ordinance traffic, infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.

(5) We replace this policy with another one providing similar coverages and the same limits for the covered "auto." The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. Renewal or continuation of this policy does not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

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

2. Nonrenewal

a. If we decide not to renew or continue this policy we will mail you written notice at least 30 days before the end of the policy period.

b. We may not renew or continue this policy only for one or more of the following reasons:

(1) When we are required or have been permitted by the commissioner of insurance, in writing, to reduce premium volume in order to preserve our financial integrity.

(2) When we cease to transact such business in this state.

(3) When we are able to show competent medical evidence that the insured has a physical or mental disablement that impairs his or her ability to drive in a safe and reasonable manner.

(4) When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by us at the initial issuance or the last renewal of the policy.

(5) When the policy has been continuously in effect for a period of 5 years, provided that such 5 year period shall begin at the first anniversary date following the policy effective date.

(6) When any of the reasons specified as reasons for cancellation are existent.

c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing of Notices

We will mail any notice of cancellation or nonrenewal by certified or registered mail or United States post office certificate of mailing to your last mailing address known to us. Proof of mailing will be sufficient proof of notice.

B. For all policies not described in paragraph A. above, the CANCELLATION Common Policy Condition does not apply. The following Condition applies instead:

ENDING THIS POLICY

1. Cancellation

a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

Copyright, Insurance Services Office, Inc., 1995

b. We may cancel this policy by mailing you written notice of cancellation, stating our reasons for cancellation. If we cancel for nonpayment of premium we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.

c. When this policy is in effect for 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) This policy was issued because of material misrepresentation.

(3) Any "insured" violated any of the material terms and conditions of this policy.

(4) Unfavorable underwriting factors, specific to the "insured," exist that were not present at the inception of this policy.

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas.

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

d. The effective date of cancellation stated in the notice shall become the end of the policy period.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Nonrenewal

a. If we decide not to renew or continue this policy, we will mail you written notice at least 60 days before the end of the policy period stating the reasons for nonrenewal. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. If we fail to mail proper notice and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing of Notices

Any notice of cancellation or nonrenewal will be mailed by certified or registered mail or United States post office certificate of mailing to the first named insured's last mailing address known to us. Proof of mailing of any notice will be sufficient proof of notice.

4. Notice of Director of Vehicles

If you are a Vehicle Dealer or Mobile Home Dealer, the following provision applies:

If the policy is cancelled, we will notify the Director of Vehicles 30 days before the effective date of cancellation.

Copyright, Insurance Services Office, Inc., 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to the Coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A.2.b** of the Common Policy Conditions, **CANCELLATION**, is changed to read as follows:

b. 45 days before the effective date of cancellation if we cancel for any other reason. The notice of cancellation will state the reason(s) for the cancellation.

B. The following is added to paragraph **A.** of the Common Policy Conditions, **CANCELLATION:**

7. If this policy provides Personal Injury Protection and Liability Coverage in accordance with Section 627.7275 of the Florida Insurance Law, and:

   a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days following the date of issuance or renewal, except for one of the following reasons:

   (1) The covered "auto" is completely destroyed such that it is no longer operable;

   (2) Ownership of the covered "auto" is transferred; or

   (3) The "named insured" has purchased another policy covering the motor vehicle insured under this policy.

   b. It is a new policy, we may not cancel for nonpayment of premium during the first 60 days following the date of policy issuance unless a check used to pay us is dishonored for any reason.

C. The following Condition is added:

NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.
3. Notice of Nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The CANCELLATION COMMON POLICY Condition is replaced by the following:

CANCELLATION

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

b. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation stating the reasons for cancellation.

(1) Nonpayment of premium.

(2) The policy was obtained through a material misrepresentation.

(3) Any "insured" has violated any of the terms and conditions of the policy.

(4) The risk originally accepted has measurably increased.

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

(6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the Illinois insurance laws.

c. If we cancel for nonpayment of premium, we will mail you at least 10 days written notice.

d. If this policy is cancelled for other than nonpayment of premium and the policy is in effect:

(1) 60 days or less, we will mail you at least 30 days written notice.

(2) 61 days or more, we will mail you at least 60 days written notice.

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

f. The effective date of cancellation stated in the notice shall become the end of the policy period.

g. Our notice of cancellation will state the reason for cancellation.

h. A copy of the notice will also be sent to your agent or broker and the loss payee.

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

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you, your agent or broker and the loss payee written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation

Copyright, Insurance Services Office, Inc., 1993

premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. MAILING OF NOTICES

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, if this policy is financed under a premium finance agreement and we cancel at the request of the premium finance company upon default of the first Named Insured, the refund will be pro rata.

The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

1. If we decide not to renew or continue this policy, we will give, mail or deliver to the first Named Insured at the mailing address shown in the policy and to the producer of record, written notice of our intent not to renew at least 60 days before the expiration date.

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

3. We need not give, mail or deliver this notice if:

a. We have offered to issue a renewal policy; or

b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

© ISO Properties, Inc., 2004

005086

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by a Nuclear Hazard Exclusion or a War Or Military Action Exclusion.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED TITLE – AUTO COVERAGE PARTS

This endorsement modifies all endorsements in this policy.

Whenever the term "COMMERCIAL AUTO COVERAGE PART" is used to indicate a type of insurance an endorsement modifies, it is changed to:

COMMERCIAL AUTO – ALL COVERAGE PARTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

1. Name: FL DEPARTMENT OF HIGHWAY SAFETY

   Address: .

   . FL .

2. Number of Days Notice: 30

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

PROVISIONS

We will mail notice of cancellation or material limitation of these coverage forms to the person or organization shown above. We will mail the notice at least the Number of Days indicated above before the effective date of our action.

COMMERCIAL AUTO

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06

ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

1. Name: FL DEPARTMENT OF HIGHWAY SAFETY

   Address: .

   . FL .

2. Number of Days Notice: 30

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

PROVISIONS

We will mail notice of cancellation or material limitation of these coverage forms to the person or organization shown above. We will mail the notice at least the Number of Days indicated above before the effective date of our action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of *"Insured Losses"* caused by certain *"Acts of Terrorism"* (each as defined in the Act).

In the event of an *Insured Loss*, each *"Insurer"* (as defined in the Act) is responsible for a deductible of one percent (1%) of its *"Direct Earned Premium"* (as used in the Act) for the calendar year 2001 for *Insured Losses* occurring from November 26, 2002 through December 31, 2002; seven percent (7%) of its *Direct Earned Premium* for the calendar year 2002 for *Insured Losses* occurring during calendar year 2003; ten percent (10%) of its *Direct Earned Premium* for the calendar year 2003 for *Insured Losses* occurring during calendar year 2004; or fifteen percent (15%) of its *Direct Earned Premium* for the calendar year 2004 for *Insured Losses* occurring during calendar year 2005. The Federal Government's share of compensation for *Insured Losses* in each year is 90% of the amount of *Insured Losses* in excess of each *Insurer's* deductible for that year. The *Insurer* is responsible for the payment of the remaining 10% of *Insured Losses*. In no event, however, will the Federal Government or any *Insurer* be required to pay any portion of the amount of aggregate *Insured Losses* occurring in any one year that exceeds $100,000,000,000, provided that such *Insurer* has met its deductible.

As a requirement of the Act, *Insurers* must make available *"Property and Casualty Insurance"* (as defined in the Act) coverage for *Insured Losses* that does not differ materially from the terms, amounts and other coverage limitations that apply to losses arising from events other than *Acts of Terrorism*. In other words, a loss will not be excluded just because it was caused by an *Act of Terrorism*; conversely, a loss will not be covered just because it was caused by an *Act of Terrorism*. The Act also requires *Insurers* to disclose to policyholders the premium charge for providing such terrorism coverage.

Please note that this Coverage Form does not contain an exclusion that specifically excludes coverage for *Insured Losses*. The charge for this exposure is included in the Coverage Form premium indicated in your policy. The charge that has been included for this Coverage Form is 1% of your total Commercial Automobile Coverage premium.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 00 01 06

POLICY NUMBER TC2J-CAP-260T3298-TIL-06

STATE APPLICABILITY

IT IS AGREED THAT:

COVERAGE FORM

BUSINESS AUTO COVERAGE FORM CA 00 01 87 AND ENDORSEMENT CA 00 29 12 88 APPLY TO PUERTO RICO.

BUSINESS AUTO COVERAGE FORM CA 00 01 10 01 APPLIES TO ALL REMAINING STATES COVERED ON THIS POLICY.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 01 01 06

POLICY NUMBER TC2J-CAP-260T3298-TIL-06

EXCLUSION-ALL POLLUTION-DESIGNATED ENTITIES

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

DESIGNATED ENTITIES: AZURIX NORTH AMERICA CORPORATION, AND ANY SUBSIDIARIES THEREOF.

PROVISIONS

I. UNDER SECTION II, EXCLUSION B.11 LIABILITY IS REPLACED BY THE FOLLOWING:

II. POLLUTION

"BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE OR ESCAPE OF "POLLUTANTS":

A. THAT ARE, OR THAT ARE CONTAINED IN ANY PROPERTY THAT IS:
   (1) BEING TRANSPORTED OR TOWED BY, HANDLED, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM, THE COVERED "AUTO"
   (2) OTHERWISE IN THE COURSE OF TRANSIT BY OR ON BEHALF OF THE "INSURED"; OR
   (3) BEING STORED, DISPOSED OF, TREATED OR PROCESSED IN OR UPON THE COVERED "AUTO."

B. BEFORE THE "POLLUTANTS" OR ANY PROPERTY IN WHICH THE "POLLUTANTS" ARE CONTAINED ARE MOVED FROM THE PLACE WHERE THEY ARE ACCEPTED BY THE "INSURED" FOR MOVEMENT INTO OR ONTO THE COVERED "AUTO"; OR

C. AFTER THE "POLLUTANTS" OR ANY PROPERTY IN WHICH THE "POLLUTANTS" ARE CONTAINED ARE MOVED FROM THE COVERED "AUTO" TO THE PLACE WHERE THEY ARE FINALLY DELIVERED, DISPOSED OF OR ABANDONED BY THE "INSURED".

PARAGRAPH A. ABOVE DOES NOT APPLY TO FUELS, LUBRICANTS, FLUIDS, EXHAUST GASES OR OTHER SIMILIAR "POLLUTANTS" THAT ARE NEEDED FOR OR RESULT FROM THE NORMAL ELECTRICAL, HYDRAULIC OR MECHANICAL FUNCTIONING OF THE COVERED "AUTO" OR ITS PARTS, IF:

Continued on next page

EXCLUSION-ALL POLLUTION-DESIGNATED ENTITIES

(1) THE "POLLUTANTS" ESCAPE, SEEP, MIGRATE OR ARE DISCHARGED, DISPERSED OR RELEASED DIRECTLY FROM AN "AUTO" PART DESIGNED BY ITS MANUFACTURER TO HOLD, STORE, RECEIVE OR DISPOSE OF SUCH "POLLUTANTS"; AND
(2) THE "BODILY INJURY", "PROPERTY DAMAGE" OR "COVERED POLLUTION COST OR EXPENSE" DOES NOT ARISE OUT OF THE OPERATION OF ANY EQUIPMENT LISTED IN PARAGRAPHS 6.B. AND 6.C. OF THE DEFINITION OF "MOBILE EQUIPMENT."

PARAGRAPHS B. AND C. ABOVE OF THIS EXCLUSION DO NOT APPLY TO "ACCIDENTS" THAT OCCUR AWAY FROM PREMISES OWNED BY OR RENTED TO AN "INSURED" WITH RESPECT TO "POLLUTANTS" NOT IN OR UPON A COVERED "AUTO" IF:

(1) THE "POLLUTANTS" OR ANY PROPERTY IN WHICH THE "POLLUTANTS" ARE CONTAINED ARE UPSET, OVERTURNED OR DAMAGED AS A RESULT OF THE MAINTENANCE OR USE OF A COVERED "AUTO"; AND
(2) THE DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE, OR ESCAPE OF THE "POLLUTANTS" IS CAUSED DIRECTLY BY SUCH UPSET, OVERTURN OR DAMAGE.

2. THIS EXCLUSION APPLIES TO:
A. THE ENTITIES DESIGNATED IN THE SCHEDULE ABOVE AND ANY SUBSIDIARIES THEREOF; AND
B. LIABILITY INCURRED BY YOU OR ANY OF YOUR SUBSIDIARIES ARISING OUT OF THE OPERATION OF ANY "AUTO" OF ANY ENTITIES LISTED IN THE SCHEDULE ABOVE, OR ANY SUBSIDIARY OF THOSE ENTITIES.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 02 01 06

POLICY NUMBER TC2J-CAP-260T3298-TIL-06

AMENDMENT OF DEFINITIONS

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

IN ADDITION TO THE DEFINITIONS IN THE POLICY, THE FOLLOWING DEFINITION HAS BEEN ADDED:

M. A "PRIVATE PASSENGER AUTO" IS A FOUR WHEEL VEHICLE OF THE PRIVATE PASSENGER OR STATION WAGON TYPE, NOT USED FOR THE TRANSPORTATION OF MEMBERS OF THE PUBLIC FOR HIRE.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 03 01 06

POLICY NUMBER TC2J-CAP-260T3298-TIL-06

AMENDMENT OF PUNITIVE DAMAGES EXCLUSION

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE FORM

PROVISIONS

1. WE WILL PAY THOSE SUMS THAT YOU BECOME LEGALLY OBLIGATED TO PAY AS "PUNITIVE DAMAGES" PROVIDED THAT YOU ALSO BECOME LEGALLY OBLIGATED TO PAY DAMAGES OF "BODILY INJURY" OR "PROPERTY DAMAGE" OR ANY OTHER INJURY OR DAMAGE FOR WHICH THE POLICY AFFORDS COVERAGE. WE WILL HAVE THE RIGHT AND DUTY TO DEFEND ANY "SUIT" SEEKING "PUNITIVE DAMAGES" PROVIDED THAT THE "SUIT" ALSO SEEKS DAMAGES BECAUSE OF "BODILY IMJURY" OR "PROPERTY DAMAGE" OR ANY OTHER INJURY OR DAMAGE FOR WHICH THE POLICY AFFORDS COVERAGE. HOWEVER, WE WILL HAVE NO DUTY TO DEFEND THE INSURED AGAINST ANY "SUIT" SEEKING "PUNITIVE DAMAGES" IF THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE". WE MAY AT OUR DISCRETION INVESTIGATE AND SETTLE ANY CLAIM OR "SUIT" SEEKING "PUNITIVE DAMAGES" FOR WHICH COVERAGE IS AFFORDED BY THIS ENDORSEMENT. BUT:

   A. THE AMOUNT WE WILL PAY FOR "PUNITIVE DAMAGES" SHALL BE CONTAINED WITHIN AND SHALL NOT UNDER ANY CIRCUMSTANCES EXPAND, ENLARGE OR BE IN ADDITION TO THE LIMITS OF INSURANCE DESCRIBED IN THE LIMITS OF INSURANCE SECTION APPLICABLE TO ANY COVERAGE AFFORDED UNDER THE POLICY.

   B. OUR RIGHT AND DUTY TO DEFEND END WHEN WE HAVE USED UP THE APPLICABLE LIMIT OF INSURANCE IN THE PAYMENT OF JUDGEMENTS, SETTLEMENTS OR MEDICAL EXPENSES (AS APPLICABLE) UNDER THE COVERAGES AFFORDED UNDER THIS POLICY.

NO OTHER OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES IS COVERED UNLESS EXPLICITLY PROVIDED FOR UNDER ANY APPLICABLE SUPPLEMENTARY PAYMENTS PROVISION OF THE POLICY.

2. EXCLUSIONS.

Continued on next page

005091

AMENDMENT OF PUNITIVE DAMAGES EXCLUSION

THE INSURANCE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY TO:

A. "PUNITIVE DAMAGES" IMPOSED AGAINST ANY INSURED WHERE THE "SUIT" SEEKING SUCH ""PUNITIVE DAMAGES" IS FILED IN A STATE IN WHICH THE INSURABILITY OF SUCH DAMAGES IS PROHIBITED BY CASE LAW, STATUTORY LAW OR REGULATION, WITHOUT REGARD TO THE CHOICE OF LAW RULES IN THAT STATE. THIS CHOICE OF LAW STANDARD APPLIES ONLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

B. "PUNITIVE DAMAGES" PAYABLE IN THE ABSENCE OF DAMAGES BECAUSE OF "BODILY INJURY" OR "PROPERTY DAMAGE" OR OTHER INJURY OR DAMAGE FOR WHICH COVERAGE IS AFFORDED UNDER THE POLICY.

C. "PUNITIVE DAMAGES" WHICH ARE AGREED TO BE PAID WITHOUT OUR CONSENT.

3. ONLY AS RESPECTS THE PROVISONS OF THIS ENDORSEMENT, THE FOLLOWING DEFINITION IS ADDED TO THE DEFINITION SECTION OF THE POLICY:

"PUNITIVE DAMAGES" MEAN PUNITIVE OR EXEMPLARY DAMAGES WHICH ARE EXPRESSLY IDENTIFIED AS SUCH WHICH ARE PAYABLE IN ADDITION TO THOSE DAMAGES WHICH ARE INTENDED TO COMPENSATE THE INJURED PARTY FOR ITS LOSS. "PUNITIVE DAMAGES" SHALL NOT INCLUDE INTEREST ON ANY JUDGEMENT, ATTORNEYS FEES, ADMINISTRATIVE FINES OR SANCTIONS, CIVIL OR STATUTORY FINES OR PENALITIES, OR COSTS INCURRED FOR EQUITABLE RELIEF OR COSTS INCURRED IN THE PERFORMANCE OF ANY EQUITABLE REMEDY.

4. ANY TERMS WHICH ARE IN QUOTES IN THIS ENDORSEMENT, AND THE TERMS "YOU" AND "YOUR", "WE", "US" AND "OUR", AND "INSURED" ALL HAVE THE SAME MEANING IN THIS ENDORSEMENT AS THEY DO IN THE POLICY IN WHICH THEY ARE DEFINED.

DEDUCTIBLE INSURANCE

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE COVERAGE PART

THE SCHEDULE OF ENDORSEMENT CA T3 07 09 05, ENDORSEMENT CA T4 06 02 05, AND ENDORSEMENT CA T4 06 09 05, DEDUCTIBLE INSURANCE, IS AMENDED TO READ AS FOLLOWS:

SCHEDULE

(FOR PURPOSES OF THIS SCHEDULE ONLY,"FIRST PARTY BENEFIT(S)" SHALL MEAN UNINSURED AND/OR UNDERINSURED MOTORISTS BENEFITS, AND/OR PERSONAL INJURY PROTECTION BENEFITS OR NO FAULT BENEFITS, AND/OR MEDICAL PAYMENTS BENEFITS)

DEDUCTIBLE AMOUNT FOR ALL COVERAGES EXCLUDING PHYSICAL DAMAGE $500,000 EACH ACCIDENT APPLIES TO DAMAGES (INCLUDING "COVERED POLLUTION COST OR EXPENSE" AND/OR ANY "FIRST PARTY BENEFIT(S)") ONLY. YOU WILL REIMBURSE US FOR THE TOTAL AMOUNT OF "ALAE" IF THE AMOUNT OF DAMAGES (INCLUDING "COVERED POLLUTION COST OR EXPENSE" AND/OR ANY "FIRST PARTY BENEFIT(S)") IS EQUAL TO OR LESS THAN THE DEDUCTIBLE AMOUNT. IF THE AMOUNT OF DAMAGES (INCLUDING "COVERED POLLUTION COST OR EXPENSE" AND/OR ANY "FIRST PARTY BENEFIT(S)")IS GREATER THAN THE DEDUCTIBLE AMOUNT, THE "ALAE" AMOUNT WHICH WILL BE REIMBURSABLE BY YOU WILL BE A PROPORTIONATE SHARE CALCULATED BY DIVIDING THE DEDUCTIBLE AMOUNT BY THE AMOUNT OF TOTAL DAMAGES (INCLUDING "COVERED POLLUTION COST OR EXPENSE" AND/OR ANY "FIRST PARTY BENEFIT(S)") PAYABLE UNDER THE POLICY AND THEN MULTIPLYING THE ALAE AMOUNT BY THAT PERCENTAGE.

CLAIMS HANDLING AND OTHER ASSOCIATED EXPENSES:

CLAIMS HANDLING (EXCLUDING PHYSICAL DAMAGE) IS REIMBURSED BY YOU AS A FLAT CHARGE FOR EACH CLAIM;

FLAT CHARGE PER CLAIM $600.

CHARGES OTHER THAN CLAIMS HANDLING ARE REIMBURSED BY YOU AS A FLAT CHARGE AGAINST THE POLICY;

Continued on next page

005092

DEDUCTIBLE INSURANCE

FLAT CHARGE $ 0.

NO AGGREGATE DEDUCTIBLE LIMIT APPLIES.

MAXIMUM LOSS CONTENT IS A NEGOTIATED RATE OF 8.4181 TIMES EXPOSURE BASE OF 100 PER AUDITED TOTAL WC PAYROLL EXCLUDING EXCLUDING MONOPOLISTIC PAYROLL

BUT IN NO EVENT LESS THAN $ 0.

SCHEDULE OF POLICY NUMBERS FOR WHICH THE MAXIMUM LOSS CONTENT IS APPLICABLE.

TC2N-UB-121D3206	TRJ-UB-121D3218
TC2E-CAP-822K5929	TC2J-CAP-260T3298

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 08 01 06

POLICY NUMBER TC2J-CAP-260T3298-TIL-06

ADDITIONAL INSURED

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

ENDORSEMENT CA T3 01 02 99, ADDITIONAL INSURED, IS AMENDED TO READ AS FOLLOWS:

PERSON OR ORGANIZATION TO READ: ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT TO BE NAMED AS AN ADDITIONAL INSURED.

005093

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 09 01 06

POLICY NUMBER TC2J-CAP-260T3298-TIL-06

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

ENDORSEMENT CA 20 01 10 01, LESSOR - ADDITIONAL INSURED AND LOSS PAYEE IS AMENDED TO READ AS FOLLOWS:

ADDITIONAL INSURED (LESSOR) TO READ:

ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF TWELVE MONTHS OR MORE THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

DESIGNATION OR DESCRIPTION OF LEASED "AUTOS" TO READ:

ANY AUTO LEASED FOR A PERIOD OF TWELVE MONTHS OR MORE UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—AUTOS IN CANADA

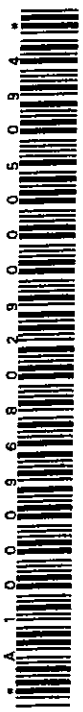
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

PROVISIONS

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of any "autos" principally garaged in Canada.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES — POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Hawaii, the policy is changed as follows:

B. The **EXCLUSIONS for LIABILITY COVERAGE** are changed as follows:

1. The POLLUTION exclusion in the BUSINESS AUTO and TRUCKERS COVERAGE FORMS is changed by adding the following:

Paragraph a.(1) does not apply if the discharge, dispersal, release or escape is sudden and accidental.

2. The POLLUTION Exclusion applicable to "Garage Operations" – Covered "Autos" in the GARAGE COVERAGE FORM is changed by adding the following:

Paragraph a.(1) does not apply if the discharge, dispersal, release or escape is sudden and accidental.

Copyright Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT
VIRGINIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

C. SECTION V – DEFINITIONS, Definition **F.** ("Employee") is deleted and replaced by the following definition:

F. "Employee" includes a "leased worker" and a "temporary worker".

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, with its permission.

INTERLINE ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The Insurance does not apply:

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

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

Copyright, Insurance Services Office, Inc., 1997

2. As used in this endorsement:

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

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties;

   "Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

© ISO Properties, Inc., 2001

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor;"

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

COMPULSORY LIABILITY INSURANCE POLICY – PUERTO RICO

THIS POLICY PROVIDES THE PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT". THIS COVERAGE APPLIES ONLY TO ACCIDENTS THAT OCCUR IN PUERTO RICO AND THAT RESULT FROM THE USE OF "YOUR COVERED AUTO".

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

In consideration of the premium for the compulsory liability insurance and subject to all of the terms of this policy, we agree with you the following:

SECTION 1 – DEFINITIONS

A. Throughout this policy, "you", "your" and "yours" refer to:

1. The "named insured" owner of "your covered auto" shown in the Declarations;
2. If the "named insured" is an individual:
   a. The spouse, if a resident of the same household; and
   b. If the "named insured" dies, the surviving spouse, if a resident of the same household at the time of death. Coverage applies to the spouse as if the "named insured" shown in the Declarations

B. "We", "us" and "our" refer to the Company providing this insurance.

Other words and phrases are defined. They are in quotation marks when used.

C. "Family member", if the "named insured" is an individual, means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

D. "Insured" means:

1. You or any "family member" with respect to the use of "your covered auto".
2. Any person using "your covered auto" with your permission, except someone using "your covered auto" while working in a business of selling, servicing, repairing or parking motor vehicles, unless that business is yours.
3. The legal representative of the deceased person, if the "named insured" shown in the Declarations is an individual and dies. This applies only with respect to the representative's legal responsibility for the use of "your covered auto".

E. "Traffic accident" refers to an accident between motor vehicles in which at least one of the motor vehicles involved is in motion.

F. "Trailer" means a vehicle designed to be pulled by a "private passenger vehicle" or a "commercial vehicle". "Trailer" includes semitrailer.

It also means a farm wagon or farm implement while towed by a "private passenger vehicle" or a "commercial vehicle".

G. "Private insurer" means an insurer that is authorized or may be authorized in the future to underwrite in Puerto Rico, insurance against any loss, expense or liability for loss of or damage to persons or property, resulting from or incidental to the ownership, maintenance or use of any land vehicle, aircraft or draft or riding animal, all this in accordance with Article 4.070(1) of the Insurance Code of Puerto Rico, provided that the volume of premiums written for that kind of insurance by said insurer is greater than one (1) percent of the total volume of premiums underwritten in Puerto Rico for the same.

H. "Joint Underwriting Association" means the Compulsory Liability Insurance Joint Underwriting Association made up of all the private insurers, whose main purpose is to provide compulsory liability insurance to applicants of said insurance who have been rejected by the private insurers.

I. "Your covered auto" means:

1. Your motor vehicle shown in the Declarations and classified as a "private passenger vehicle" or as a "commercial vehicle".
2. Any "trailer" attached to the motor vehicle shown in the Declarations, if registered in the

Puerto Rico Department of Transportation and Public Works as having a loading capacity of two (2) tons or under.

3. Your "trailer" shown in the Declarations, if registered in the Puerto Rico Department of Transportation and Public Works as having a loading capacity of over two (2) tons.

J. "Property damage" means physical injury to or destruction of a motor vehicle and does not include loss of use of a motor vehicle.

K. "Declarations" means the page in this policy designated as such and for the insureds of the "Joint Underwriting Association" means the license of the vehicle covered under this policy.

L. "Suit" means a civil proceeding in which damages because of "property damages" to which this insurance applies are alleged.

M. "Joint accident report" means the uniform accident report that all "insureds" shall use to notify the "private insurers" or the "Joint Underwriting Association", of an accident between two (2) or more motor vehicles and the circumstances pertaining to how, when and where the accident occurred.

N. "Police" means the Puerto Rico State Police and the Municipal Guard or Municipal Police.

O. "Traditional liability insurance" means vehicle insurance as defined in Section 4.070(1) of the Insurance Code of Puerto Rico, which is written by a "private insurer" different from the compulsory liability insurance established by Act No. 253 of December 27, 1995, as amended.

P. "System" means the Initial Liability Determination System adopted in accordance with Act No. 253 of December 27, 1995, as amended.

Q. "Commercial vehicle" means a motor vehicle that the Puerto Rico Department of Transportation and Public Works does not register as a private automobile, an automobile of a handicapped person or a motorcycle. The term "commercial vehicle" includes a "trailer" registered by said Department as having a loading capacity of over two (2) tons.

R. "Racing vehicle" or "high performance vehicle" means a motor vehicle that has been modified or that, by its own design, is suited for driving at a higher than normal speed depending on the condition of the road. This classification results because of the motor, the chassis, the suspension, the brakes and the tires with which the vehicle is endowed.

S. "Motor vehicles" means and includes commercial vehicles and private passenger vehicles.

T. "Private passenger vehicle" means a motor vehicle that the Puerto Rico Department of Transportation and Public Works registers as a private automobile, an automobile of a handicapped person or a motorcycle.

U. "Public vehicle" means a motor vehicle used on the public roads for the transportation of passengers, in exchange of payment, by a public carrier as defined in Section 2(d) of Act No. 109 of June 28, 1962, as amended, known as the "Puerto Rico Public Service Act".

SECTION II – COMPULSORY LIABILITY INSURANCE COVERAGE

A. INSURING AGREEMENT

We will pay the following damages for "property damage" for which any "insured" becomes legally responsible because of a "traffic accident" resulting from the use of "your covered auto":

1. In the case of a "traffic accident" which is within the scope of the diagrams mentioned in Article No. 7 of the "System", the amount, if any, payable under the applicable diagram. The amount thus determined is the most we will pay regardless of any subsequent adjudication of additional amounts, unless a court of competent jurisdiction determines that said "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the "System" or that the selection of the diagram applied in that particular "traffic accident" was incorrectly made.

   a. If the court determines that the "traffic accident" is not within the scope of the diagrams mentioned In Article No. 7 of the "System", we will pay the amounts, if any, settled through the use of available means, subject to the provisions of the Insurance Code of Puerto Rico. Damages will include prejudgement interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or "suit" asking for these damages. Therefore, in addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the coverage has been exhausted through payment of judgments, settlements or court consignments.

If the court determines that the "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the System", we will also pay the legal defense costs, if any, you incurred in presenting your case, to the court, regarding the applicability of the diagrams, until the court's decision as to the non applicability of the diagrams is final.

b. If the court determines that the selection of the diagram applied in a particular "traffic accident" was incorrectly made, we will pay the amount, if any, corresponding to the applicable diagram, as determined by the court. In this event, we will also pay the legal defense costs, if any, you incurred in presenting your case, to the court, regarding the applicability of the diagrams, until the court's decision as to the correct selection of diagram is final.

2. In the case of a "traffic accident" that does not fall within the scope of the diagrams mentioned in Article No. 7 of the "System", we will pay the amount, if any, settled or awarded through the use of available means, subject to the provisions of the Insurance Code of Puerto Rico. Damages will include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Therefore, in addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the coverage has been exhausted through payment of judgments, settlements or court consignments.

We have no duty to defend or settle any claims for "property damage" not covered under this policy.

B. SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to two hundred and fifty dollars ($250.00) for the cost of bail bonds required because of a "traffic accident", including violations related to Act No. 141 of July 20, 1960, as amended, known as the Puerto Rico Vehicles and Traffic Act. The "traffic accident" must result in "property damage" covered under this policy.

2. Premiums on appeal bonds and bonds to release attachments in any "suit" we defend.

3. Interest accruing after a judgment is entered in any "suit" we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. All reasonable expenses incurred by an "insured", at our request, and the actual loss of earnings up to fifty dollars ($50.00) a day.

C. EXCLUSIONS

1. We do not provide "property damage" liability coverage for:

a. Any "insured" who intentionally causes property damage".

b. "Property damage" to property owned or being transported by any "insured".

c. "Property damage" to property:

i. Rented to,

ii. Used by, or

iii. In the care, custody or control of any "insured".

d. The use of any motor vehicle, other than "your covered auto".

e. The use of any vehicle, located inside a facility designed for racing, for the purpose of:

i. Competing in, or

ii. Practicing or preparing for, any prearranged or organized racing or speed contest.

f. Any "insured" who, in connection with any "traffic accident" for which coverage is sought under this policy, has made fraudulent statements or engaged in fraudulent conduct.

g. "Property damage" for which any "insured":

i. Is an insured under a nuclear energy liability policy, or

ii. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

i. American Nuclear Insurers,

ii. Mutual Atomic Energy Liability Underwriters, or

iii. Nuclear Insurance Association of Canada.

h. "Property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

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

The exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of "your covered auto" or its parts, if the pollutants escape or are discharged, dispersed or released directly from "your covered auto's" part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

2. We will not pay damages for "property damage" to any motor vehicle that is not insured for compulsory liability insurance as required by the Puerto Rico Motor Vehicle Compulsory Liability Insurance Act, in accordance with the provisions of Article 11(b) of said Act.

D. LIMIT OF LIABILITY

The limit of liability established by Act No. 253 of December 27, 1995, as amended, is our maximum limit of liability for "property damage" resulting from any one "traffic accident". This is the most we will pay regardless of the number of:

1. "Insureds",
2. Claims made or claimants, or
3. Motor vehicles involved in the "traffic accident".

Except with respect to the limit of liability, the coverage afforded in this policy applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

SECTION III – DUTIES AFTER A TRAFFIC ACCIDENT

A. We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

1. We must be notified promptly of how, when and where a "traffic accident" occurred.

   Notice should also include the names and addresses of any witnesses.

2. A person seeking any coverage must:

   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

   b. Promptly send us copies of any notices or legal papers received in connection with a "traffic accident";

   c. Submit, as often as we reasonably require, to examination under oath and subscribe the same;

   d. Authorize us to obtain pertinent records;

   e. Submit a proof of loss when required by us; and

   f. Report to the "police" a "traffic accident" in which "your covered auto" is involved, within forty eight (48) hours from its occurrence, except for justifiable causes.

SECTION IV – GENERAL PROVISIONS

A. LEGAL ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with all the terms of this policy.

B. CHANGES

1. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

2. If we make a change which broadens coverage under this edition of your policy, that change will automatically apply to your policy as of the date we implement the change in Puerto Rico.

   This item **2.** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

a. A subsequent edition of your policy, or

b. An amendatory endorsement.

C. CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the statutes of Puerto Rico is hereby amended to conform to the minimum requirements of such statutes.

D. ENTIRE CONTRACT

When the compulsory liability insurance is provided by the "Joint Underwriting Association", this policy will become effective only when its corresponding premium has been paid at the time of issuance or renewal of the license of the motor vehicle to which this insurance applies. In such case, this policy and said license constitute the entire contract between you and us.

When the compulsory liability insurance is provided by the private insurers, this policy, the "Declarations" pertaining to the same and the application for this insurance attached to this policy, constitute the entire contract between you and us.

E. ERRORS IN CLASSIFICATION

In the event that the classification pertaining to "your covered auto" is incorrectly stated, the policy premium corresponding to the correct classification shall be deemed to be applicable.

F. JOINT ACCIDENT REPORT

Our receiving, within fifteen (15) days after a "traffic accident", the "Joint Accident Report", duly completed, will expedite the resolution of a claim.

G. BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

H. OTHER INSURANCE

This policy provides primary insurance for "your covered auto".

I. TERMINATION

1. Cancellation

a. We may not cancel this policy for any reason.

b. You may cancel this policy only if "your covered auto":

i. Is a total loss and therefore unable to cause any damage in the public roads and you provide us the corresponding certification issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has a scrap lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

ii. Is exported from Puerto Rico and you provide to us the corresponding certification, issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has an exportation lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

If you request this policy's cancellation pursuant to item **1.b.** above, before the expiration of the policy period, you may be entitled to a premium refund. If so, we will refund the pro rata unearned premium subject to a minimum earned premium of seven dollars ($7.00).

2. Renewal

a. This policy will be renewed by us at expiration. Nevertheless, we will not renew it if you have obtained other equal coverage on "your covered auto" and you have notified us, in writing, of this other coverage, no less than forty (40) days prior to the expiration date of this policy. Neither will we renew this policy at its termination if the same became effective by reason of the cancellation or non-renewal of a traditional liability insurance issued by us.

b. At renewal date we may find that you no longer qualify under the underwriting guidelines established for the compulsory liability insurance issued by "private insurers" because of any of the following reasons:

i. "Your covered auto" is used as a "public vehicle";

ii. "Your covered auto" is a "racing vehicle", or "high speed vehicle";

iii. You or the main driver of "your covered auto" has accumulated five (5) or more points on account of traffic

law violations, during the past three years;

iv. You or the main driver of "your covered auto" has been convicted of driving a motor vehicle under the influence of alcohol or drugs, or of participating in any type of racing activity in the public roads; or

v. Your driver's license or that of the main driver of "your covered auto" has been suspended or revoked within one year from the requested effective date of the compulsory liability insurance policy.

vi. "Your covered auto" is not insurable in accordance with the written underwriting guidelines that we maintain for the underwriting of the traditional liability insurance policies that we issue. When applying this rule, we shall neither establish nor permit any discrimination in favor of particular persons and in detriment of others or between insureds or objects of insurance that essentially have the same elements of insurability, risk and exposure, or expense factors, and as far as it is applicable, we shall not incur in any unfair discrimination of those typified in the Insurance Code of Puerto Rico.

If such is the case, we must notify you, in writing, of our decision, by regular mail to the last address notified to us, in writing, or to the mailing address appearing in this policy, no less than thirty (30) days prior to the expiration date of the policy. However, the "Joint Underwriting Association", can not deny the compulsory liability insurance coverage for any of the reasons stated in the above item **2.b.**

We shall maintain in our files evidence supporting the defense of any rejection that we may effect in accordance with the above guidelines, including the reference to the underwriting rule applied for the rejection.

3. Other Termination Provisions

If you obtain "traditional liability insurance", with similar or broader coverage than the compulsory liability insurance, on "your covered auto", the compulsory liability insurance provided by this policy, will terminate, at your request, on the effective date of the other insurance.

In such event, you may be entitled to a premium refund. If so we will refund the pro rata unearned premium, subject to a minimum earned premium of seven dollars ($7.00), to the insurer that provides your traditional liability insurance, to be credited to the premium of said insurance or to be returned to you, if your traditional liability insurance is fully paid.

4. Notices

a. Any notice required may be delivered or mailed by us or you.

b. Proof of mailing of any notice shall be sufficient proof of notice.

J. TERRITORY AND POLICY PERIOD

This policy applies only to "traffic accidents" which occur in Puerto Rico during the policy period. The policy period will commence:

1. On the effective date of the "your covered auto's" license, if the premium for this policy is paid on or before said date, or
2. On the date that the premium for this policy is paid, if payment is made after the effective date of "your covered auto's" license.

The policy period will terminate on the expiration date of your covered auto's" license.

K. TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent, except that if ownership of "your covered auto" is transferred, the coverage provided by this policy will automatically be transferred to the new owner of the vehicle. You will have no further rights under this policy. However, you should notify us of any transfer of ownership of "your covered auto" within ten (10) days of such transfer. Failure to do so could affect your loss experience record.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union under Vermont law.

B. Under the Commercial Auto Coverage Part, the term "Family member" is replaced by the following:

"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by an insured ("insured") at any time and relating to a claim under this policy.

© ISO Properties, Inc., 2001

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06 ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Attorney's Fees
for a Judgment of $ Additional Premium $ INCL

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

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

© ISO Properties, Inc., 2002

MANDATORY PREMIUM AND COVERAGE CONDITIONS ENDORSEMENT – PUERTO RICO

It is hereby understood and agreed that pursuant to the regulations approved by the Commissioner of Insurance of Puerto Rico, this policy is amended according to the following conditions and stipulations:

1. **Policy Premium Paid in Full by You:** If the premium for this policy is to be paid by you in its entirety and is not subject to any form of financing as contemplated by this endorsement, insurance coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the total premium is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.
2. **Policy Premium Subject to Our Deferred Payment Plan:** If we have available a deferred payment plan duly approved by the Commissioner of Insurance of Puerto Rico under which the premium for this policy will be paid, insurance coverage will be afforded only if the initial or down payment under said payment plan is paid to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the initial or down payment is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.
3. **Policy Premium to be Financed as Part of a Financing or Leasing Transaction:** If the premium for this policy is being financed in its entirety (and accordingly no initial or down payment is made by you) in connection with the financing or leasing of property, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.
4. **Policy Premium to be Financed by a Financing Institution or by a Bank:** If the premium for this policy is financed through a financing institution or by a bank in a situation not covered by the preceding Section **3**, this policy will be effective on the date the down payment of at least 20% of the total annual premium to be paid by you, together with the corresponding premium finance contract duly executed, are received by us or our authorized representative.

   In the event the financing institution or the bank does not make the total corresponding payment and said payment is not received by us or our authorized representative within the thirty (30) days following the inception date of the policy, we will cancel the policy in accordance with the cancellation clause of this policy.
5. **Policy Premium to be Paid Under an Escrow Account:** If this policy is issued in connection with the financing or leasing of property and the premium for this policy is to be paid from funds proceeding from an escrow account, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.
6. **Policy Premium to be Paid Under an Escrow Account (Condominium Policies Only):** If this policy is issued for a condominium and 25% or more of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received the premiums thus deposited from the bank or financial institution within thirty (30) days following the last day of the month on which the policy is to enter into effect, and if we have received from you the remaining premium within sixty (60) days following the effective date of the policy.

© ISO Properties, Inc., 2003

If this policy is issued for a condominium and less than 25% of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received from you 25% of the total premium at the time this policy enters into effect and the remaining premium is received by us within sixty (60) days following the effective date of the policy.

In the event full payment of the premium corresponding to this policy is not received by us or our authorized representative by the expiration dates indicated above, insurance coverage under this policy will be cancelled on the date in which the premiums paid are used up. We will send you a notice of cancellation, in accordance with the cancellation clause of this policy, indicating when this cancellation will be effective.

7. **Policy Premium to be Partly Paid with Proceeds of Single Interest Insurance Cancellations:** If a portion of the total premium for this policy will be paid with the proceeds of the premium return resulting from the cancellation of a single interest policy or certificate, this policy will be effective as of the date the greater of the following amounts is paid to, and received by, us or our authorized representative:
   a. 20% of the annual premium corresponding to this policy, or
   b. the difference between the total premium payable under this policy and the proceeds of the premium return resulting from the cancellation of the single interest policy or certificate.

   In the event said premium return is not received by us or our authorized representative within the sixty (60) days following the end of the month in which this policy became effective, we will mail you a notice of cancellation in accordance with the cancellation clause of this policy, to be effective on the date the premium paid by you is exhausted.
8. **Endorsement Premium:** Endorsements issued after the inception date of this policy, affording additional insurance and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representative. This procedure will be followed if the premium for this policy has been paid in full by you or has been financed by the bank or financing institution. If the premium for this policy is subject to a deferred payment plan the aforesaid endorsement shall not be effective until a down payment of the additional premium in accordance with such plan is paid to, and received by, us or our authorized representative, and accordingly subsequent payments of the plan are amended to include the unpaid portion of the additional premium for the endorsement.
9. **Premium Corrections:** Any additional premium due resulting from changes in rates, classifications, premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid in full within thirty (30) days from the date of billing of the corrective endorsement. If the payment corresponding to this policy is subject to a deferred payment plan or a premium financing contract, a down payment of the additional premium in accordance with such plan or financing contract shall be paid to, and received by, us or our authorized representative within that same thirty (30) day period and accordingly subsequent payments of the plan will be amended to include the unpaid portion of the additional premium for the endorsement. Otherwise, we shall mail to you a notice of cancellation in accordance with the cancellation clause of this policy using the sum of the original premium plus the premium of the corrective endorsement as the basis for the calculation of the amount of premium return due to you, if any.
10. **Late Payments:** If payment is received after the specified due date, we will proceed as follows:
    a. For new policies (Sections **1** and **2** above) we will issue a change of effective date of coverage notice stating:
       (1) that the insurance afforded under the policy is effective as of the date of receipt of the applicable premium payment,
       (2) the resulting amended inception and expiration dates of the policy, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and
       (3) the corresponding period of time during which coverage is not afforded under the policy.
    b. For premium correction endorsements (Section **9** above) we will issue, subject to the applicable regulations, a limited reinstatement notice stating:

© ISO Properties, Inc., 2003

(1) that the insurance afforded by the policy will be reinstated as of the date of receipt of the applicable additional premium payment,

(2) the period for which coverage is not afforded, and

(3) the amount of premium return due to you, if any.

11. **Cancellation of Policy:** Upon failure in the payment of any premium when due under a policy in force, we must, within the next twenty (20) days following the due date, issue a notice of cancellation in accordance with the provisions of this policy.

12. **Definition of Authorized Representative:** Authorized representative for the purpose of this endorsement means a general agent, an authorized policywriting agent, or a person duly authorized in writing by us for premium collection purposes.

13. This mandatory endorsement supersedes any other conditions to this effect in the policy to which it is attached.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

* Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

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

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. Except as provided in **2.** below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
   a. The expiration date of the policy; or
   b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

   unless you agree in writing to extend the audit period.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you at any time and relating to coverage under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The following provisions are replaced by the Appraisal Provision set forth below:

1. Commercial Auto Coverage Part, Appraisal for Physical Damage Loss; and
2. Capital Assets Program (Output Policy) Coverage Part, Appraisal Loss Condition, but only if Endorsement OP 04 03, Vehicle Physical Damage Condition, is attached.

If you and we fail to agree on the amount of "loss", either may make a written demand for an appraisal of the "loss". In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the actual cash value and the amount of "loss". If the appraisers submit a written report of an agreement on the actual cash value and the amount of "loss" to us, that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding as to the actual cash value and the amount of "loss". Each party will:

1. Pay its own counsel and adjuster fees; and
2. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

If we submit to an appraisal, we still retain our right to deny the claim.

B. Except as provided in **C.** below, the following replaces the Appraisal Conditions in the Boiler and Machinery Coverage Part, the Commercial Inland Marine Coverage Part, the Commercial Property Coverage Part, the Capital Assets Program (Output Policy) Coverage Part and the Farm Coverage Part:

If you and we fail to agree on the value of the property or the amount of loss ("loss"), either may make a written demand for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. If they cannot agree, either may request that the choice be made by a judge of a court having jurisdiction. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the value of the property and the amount of loss ("loss"). If the appraisers submit a written report of an agreement on the value of the property and the amount of loss ("loss"), that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. Each party will:

1. Pay its own counsel and adjuster fees; and
2. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

C. The Appraisal Condition in:

1. Business Income Coverage Form (And Extra Expense) **CP 00 30**; and
2. Business Income Coverage Form (Without Extra Expense) **CP 00 32;** and
3. Capital Assets Program Coverage Form (Output Policy), **OP 00 01,** Paragraph **A.7.** Business Income and Extra Expense

© ISO Properties, Inc., 2001

is replaced by the following:

If you and we fail to agree on the amount of Net Income and operating expense or the amount of loss, either may make a written demand for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. If they cannot agree, either may request that the choice be made by a judge of a court having jurisdiction. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the amount of Net Income and operating expense or the amount of loss. If the appraisers submit a written report of an agreement on the amount of Net Income and operating expense or the amount of loss, that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. Each party will:

1. Pay its own counsel and adjuster fees; and
2. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

© ISO Properties, Inc., 2001

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for loss ("loss") or damage in a case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you or any other insured ("insured"), whether before or after the loss ("loss") and relating to coverage of the loss ("loss") under this policy.

We will not pay for any loss ("loss") or damage in any case if:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

is committed by you or any other insured ("insured") in the application for this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – APPRAISAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

A. Except as provided in Paragraph **B.** of this endorsement, the Appraisal Loss Condition is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of the loss both parties may agree to an appraisal of the loss. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. Any outcome of the appraisal will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will retain our right to deny the claim.

B. The Appraisal Condition in Capital Assets Program Coverage Form (Output Policy), **OP 00 01,** Paragraph **A.7.** Business Income And Extra Expense is replaced by the following:

APPRAISAL

If we and you disagree on the amount of net income and operating expense or the amount of the loss, both parties may agree to an appraisal of the loss. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of net income and operating expense and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. Any outcome of the appraisal will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will retain our right to deny the claim.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

A. For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in paragraph **B.**, the following applies:

The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.

B. For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

1. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in paragraphs **2.** or **3.** apply.

2. The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:

a. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

b. A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or

c. A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

3. If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more insureds ("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;
2. Engaged in fraudulent conduct; or
3. Made a false statement;

relating to this insurance.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more insureds ("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;

2. Engaged in fraudulent conduct; or

3. Made a false statement;

relating to this insurance.

© ISO Properties, Inc., 2001

005114

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties;

© ISO Properties, Inc., 2001

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **1.** and **2.** of the CANCELLATION Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. POLICIES IN EFFECT

a. 60 DAYS OR LESS

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

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

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

b. MORE THAN 60 DAYS

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

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which increase any hazard insured against;

(4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

(5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;

(6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or

(7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

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

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

© ISO Properties, Inc., 2001

(b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.b.** above.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
4. We need not mail or deliver this notice if:
   a. We have offered to renew this policy;
   b. You have obtained replacement coverage; or
   c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
   a. 30 days after notice is given; or
   b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

© ISO Properties, Inc., 2005

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

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

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

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

© ISO Properties, Inc., 2005

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

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

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
   a. Certified mail; or
   b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
   a. Replaced coverage elsewhere; or
   b. Specifically requested termination.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

CANCELLATION

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

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or

b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

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

a. Nonpayment of premium;

b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

c. Violation of any provisions of this policy; or

d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph **3.**, we will cancel only in the following manner:

a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

© ISO Properties, Inc., 2001

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any WHEN WE DO NOT RENEW Condition is deleted.

The following Conditions are added:

1. WHEN WE DO NOT RENEW

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

(1) Expiration of the policy; or

(2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

(1) If we have indicated a willingness to renew;

(2) In case of nonpayment of premium;

(3) If you do not pay any advance premium required by us for renewal; or

(4) If any property covered in this policy is insured under any other insurance policy.

2. RENEWAL

a. If we:

(1) Elect to renew this policy; and

(2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph **a.**, you will have renewal coverage. The renewal coverage will be at the rates:

(1) In effect under the expiring or expired policy; or

(2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph **b.** does not apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

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

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

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

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

© ISO Properties, Inc., 2001

005119

D. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us or at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the policy, we will retain no less than $100 of the premium, subject to the following:

(1) We will retain no less than $250 of the premium for the Boiler And Machinery Coverage Part.

(2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.

(3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain $100 or the premium shown in the Declarations, whichever is greater.

(4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than $100 for the auto to which it is attached.

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

7. Cancellation Of Policies In Effect More Than 60 Days

© ISO Properties, Inc., 2001

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

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. Subject to Paragraph **7.c.**, if we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

(1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;

(2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:

   a. Its expiration date; or

   b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

   However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

(a) Nonpayment of premium;

(b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;

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

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

(f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(g) Your violation or breach of any policy terms or conditions; or

(h) Such other reasons as are approved by the director of insurance.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

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

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **B.** of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation; or

(2) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

(1) Nonpayment of premiums;

(2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) The "insured's" actions that have substantially increased or substantially changed the risk insured;

(4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

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

(6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;

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

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards;

© ISO Properties, Inc., 2003

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

(10) Certain conditions exist, as stated in Paragraph **B.** of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

(a) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement;

(b) 10 days before the effective date of cancellation for nonpayment of premium; or

(c) 30 days before the effective date of cancellation for any reason stated in Paragraphs **2.b.(2)** through **(9)** above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(9)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(9)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. We may also cancel the policy if one or more of the following conditions exist:

1. Buildings with at least 65% of the rental units in the building unoccupied.
2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.
4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.
6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.
7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.
8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.
9. Buildings with any of the following conditions:
   a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.
   b. Failure to correct conditions dangerous to life, health, or safety.
   c. Failure to maintain the building in accordance with applicable law.
   d. Failure to pay property taxes for more than one year.
10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:
   a. 60 days prior to the expiration date of the policy, except as provided in Paragraph **b.**; or
   b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

© ISO Properties, Inc., 2003

The notice of nonrenewal will state our reason for nonrenewal.

2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
   a. Insured elsewhere;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

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

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

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

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

1. Nonrenewal

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

© ISO Properties, Inc., 2001

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will **not** provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

(1) Changes in a rate or plan filed with or approved by the State Board for Property and Casualty Rates or filed pursuant to the Commercial Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:
   - **a.** Nonpayment of premium;
   - **b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
   - **c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
   - **d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
   - **e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
   - **f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
   - **g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
4. We will mail the notice of cancellation at least:
   - **a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
   - **b.** 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.
5. The notice of cancellation will:
   - **a.** State the effective date of cancellation. The policy period will end on that date.

© ISO Properties, Inc., 2005

b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

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

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.

2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.

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

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.

2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

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

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

   b. 30 days before the effective date, if we cancel for any other reason.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. **Cancellation Of Policies In Effect For 60 Days Or More**

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

   a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

   b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

   c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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

1. **Nonrenewal**

   If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. **Increase Of Premium**

   If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

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

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

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

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

a. We cancel; or

b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

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

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

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

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

2. Your conviction of a crime increasing any hazard insured against;

3. Discovery of fraud or material misrepresentation on the part of either of the following:

a. You or your representative in obtaining this insurance; or

b. You in pursuing a claim under this policy;

4. Failure to comply with written loss control recommendations;

5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to

© ISO Properties, Inc., 2001

the first Named Insured and agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the Premiums Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

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

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

© ISO Properties, Inc., 2003

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

2. We need not provide this notice if:
   a. You have accepted replacement coverage;
   b. You have requested or agreed to nonrenewal; or
   c. This policy is expressly designated as nonrenewable.

C. **Notices**

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

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

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

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

b. 60 Days Or More

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

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3) or (4)** above.

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

7. If we cancel this policy in accordance with Paragraph **2.** of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

© ISO Properties, Inc., 2005

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
   a. The expiration date; or
   b. The anniversary date if this is a continuous policy.
2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

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

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

© ISO Properties, Inc., 2004

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

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

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

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

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a certificate of mailing.

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

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

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

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

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

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

B. Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in **c.** below.

c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

© ISO Properties, Inc., 2001

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

If we decide to:

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

Then:

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

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

D. The following provisions apply to insurance covering residential real property only provided under the:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART;

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the CANCELLATION Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium, whether payable to us or to our agent;
   b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

   We may cancel by providing notice to the first named insured at least:

   - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   - 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

7. Cancellation Of Policies In Effect For More Than 60 Days

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

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

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

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

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

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

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

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for

© ISO Properties, Inc., 2001

any reason stated in **7.a.(2)** through **7.a.(7)** above.

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

NONRENEWAL

1. For the purpose of this Condition:
   a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first class mail.

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

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

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

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

© ISO Properties, Inc., 2004

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

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

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

(b) Continuation of the policy coverage would:

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

(ii) Threaten our solvency.

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

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

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

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

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

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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

NONRENEWAL

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

© ISO Properties, Inc., 2004

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

2. **Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

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

© ISO Properties, Inc., 2004

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

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

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

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

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

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

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

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

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

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

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

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

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

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

NONRENEWAL

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

© ISO Properties, Inc., 2001

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

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

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

CANCELLATION

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

2. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to **d.** below; or

(2) Any other reason.

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

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk **insured;**

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

a. The reason for cancellation; and

© ISO Properties, Inc., 2001

b. The effective date of cancellation. The policy period will end on that date.

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

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

a. We have offered to issue a renewal policy; or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies.

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

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

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

© ISO Properties, Inc., 2004

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

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

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

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

(b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments.

2. Notice Of Cancellation

a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**

b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. Paragraph **5.** of the **Cancellation Common Policy Condition** is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a., C.5.b., C.5.c., C.5.d., C.5.e.** and **C.5.f.** The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund may be less than pro rata, and will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **C.5.d.** or **C.5.e.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. The **Premiums Common Policy Condition** is replaced by the following:

PREMIUMS

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** of this endorsement.

E. Paragraph **f.** of the **Mortgageholders Condition** in the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part and Paragraph **4.(f)** of the **Mortgageholders Condition** in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

© ISO Properties, Inc., 2004

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

(2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

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

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

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
2. We need not mail or deliver this notice if:
   a. We or another company within our insurance group have offered to issue a renewal policy; or
   b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

2. If this policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

(4) Failure to comply with reasonable loss control recommendations;

(5) Substantial breach of contractual duties, conditions or warranties;

(6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) Commercial Automobile Coverage Part;

(3) Commercial General Liability Coverage Part;

(4) Commercial Property Coverage Part – Legal Liability Coverage Form;

(5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;

(6) Employment-Related Practices Liability Coverage Part;

(7) Farm Coverage Part – Farm Liability Coverage Form;

(8) Liquor Liability Coverage Part;

(9) Products/Completed Operations Liability Coverage Part; or

(10) Professional Liability Coverage Part.

© ISO Properties, Inc., 2005

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph **6.** of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph **2.a.** above.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

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

2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or

(2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or

b. 20 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium, or

(2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or

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

3. We will mail our notice to your last known address and the last known address of the agent or broker of record.

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

5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:

a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime having as one of its necessary ele-

© ISO Properties, Inc., 2002

ments an act increasing a hazard insured against;

(3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;

(4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium; or

(5) A reason described in AS Sec. 21.36.210(a)(2);

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

(1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

(a) And rewritten with us or in our company group;

(b) At our request;

(c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(d) After the first year for a prepaid policy written for a term of more than one year; or

(2) Will be returned or credited:

(a) By the effective date of cancellation; or

(b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:
   a. The expiration date; or
   b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.
2. We need not mail notice of nonrenewal if:
   a. We have manifested in good faith our willingness to renew; or
   b. The first Named Insured has failed to pay any premium required for this policy; or
   c. The first Named Insured fails to pay the premium required for renewal of this policy.
3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or
2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

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

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:

© ISO Properties, Inc., 2001

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. **Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new

© ISO Properties, Inc., 2001

terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

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

2. Paragraph **3.** is replaced by the following:

   We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **5.** is replaced by the following:

   If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

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

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPULSORY LIABILITY INSURANCE POLICY NOTICE – PUERTO RICO

NOTICE: UNDER THE LAWS OF PUERTO RICO, THE COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT" MUST CONTINUE TO BE PROVIDED IF YOUR POLICY IS TERMINATED. IF YOUR POLICY IS TERMINATED, THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY SHALL:

1) SURVIVE THE TERMINATION OF YOUR POLICY;
2) BECOME EFFECTIVE IMMEDIATELY UPON THE TERMINATION OF YOUR POLICY; AND
3) PROVIDE THE MINIMUM PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE LAWS OF PUERTO RICO.

WHEN THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY BECOMES EFFECTIVE, NO OTHER PROVISIONS OF YOUR POLICY SHALL APPLY EXCEPT THE PROVISIONS OF THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY.

THE COVERAGE PROVIDED BY THE ATTACHED COMPULSORY LIABILITY INSURANCE POLICY APPLIES ONLY TO ACCIDENTS THAT OCCUR IN PUERTO RICO AND THAT RESULT FROM THE USE OF "YOUR COVERED AUTO".

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
PERSONAL AUTO POLICY PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

Copyright, Insurance Services Office, Inc., 1997

PENNSYLVANIA NOTICE

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

1. Surveys;
2. Consultation or advice; or
3. Inspections.

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

The Act does not apply:

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

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or to public employee dishonesty (Coverage Forms O and P).

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

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

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation at least 14 days before the effective date of cancellation.

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

7. Cancellation of Policies In Effect For More Than 60 Days

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

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

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

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

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

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

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

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for

Copyright, The Travelers Indemnity Company, 2000
Includes Copyrighted Material of Insurance Services Office, Inc., 2000

any reason stated in **7.a.(2)** through **7.a.(7)** above.

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

NONRENEWAL

1. For the purpose of this Condition:
   - **a.** Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   - **b.** Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

Copyright, The Travelers Indemnity Company, 2000
Includes Copyrighted Material of Insurance Services Office, Inc., 2000

POLICY NUMBER: TC2J-CAP-260T3298-TIL-06 ISSUE DATE: 01-24-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURER AMENDMENT ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COVERAGE PART(S) INDICATED IN THE SCHEDULE BELOW.

SCHEDULE:

This endorsement applies to the following Coverage Part(s):

All Coverage Parts forming a part of this policy.

X The Coverage Part(s) shown below.

State	Insurer	Coverage Parts (if "All" is not applicable)
PR	IND	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. When indicated in the State column, "**" shall mean "all other states".)

PROVISIONS:

The insuring company abbreviation(s) shown in Item 4 of the Common Policy Declarations is/are replaced with the abbreviation(s) shown above for the respective state(s) and Coverage Part(s) shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – CHANGES

This endorsement modifies the:

COMMON POLICY CONDITIONS

PROVISIONS

The following additional provision applies:

Unless otherwise provided by law we shall pay any amount finally agreed upon in settlement of all or part of a claim not later than 5 working days from the date of such agreement or from the date of the performance by the insured, claimant or authorized representative of either of any condition set forth by such agreement.

OS-32
6/98

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

ENDORSEMENT TO LIABILITY INSURANCE POLICY FOR VEHICLES OPERATING WITH A SPECIAL HAULING PERMIT ISSUED BY THE OHIO DEPARTMENT OF TRANSPORTATION

Issued to (Insured/Applicant) AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE, INC.

of (Address) 4134 WEAVER COURT, HILLIARD, OH 43026

Insured's Telephone Number (614)529-6440 **Federal Employer I.D.# or S.S.#** 76-0469163

Amending Policy Number TC2J-CAP-260T3298TIL-06

Effective From (date) 01-01-06 **Until 12:01 a.m.** 01-01-07

Name of Insurance Company (Insurer) Travelers Property Casualty Company of America

COUNTERSIGNED BY _____
(Insurance company representative authorized to issue policy amendments)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

X The insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.

___ The insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident

in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Ohio Department of Transportation (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. **The telephone number to call is** (860)277-6058.

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party, and (2) by providing 30 days notice to the Department (said 30 days notice to commence from the date it is received by the Department at the Permit Office, 1610 West Broad Street, Columbus, OH 43223).

The insurance policy to which this endorsement is attached provides (automobile) liability insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the State of Ohio which results from the issuance of a Special Hauling Permit to the insured by the Ohio Department of Transportation. This contractual agreement includes the following provision:

"Permitee will be held liable for any damage caused by the movement. The State assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure.

The permittee agrees to compensate the State of Ohio for any damage to a roadway or road structure and also to indemnify, save harmless and defend the State of Ohio and the Director of Transportation from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the State of Ohio or the Director of Transportation as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its agents, servants and employees in the performance of movements under this permit, except to the extent that the negligence of the State of Ohio or the Director of Transportation is proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the State of Ohio, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the State of Ohio. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is two hundred thousand dollars. This minimum liability level has been established by the Director of the Ohio Department of Transportation under Section 4513.34 of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

REQUIRED BY LAW
OHIO REVISED CODE 4513.34
OHIO ADMINISTRATIVE CODE 5501:2-1-10

File with:
Ohio Department of Transportation
Special Hauling Permit Section
1610 West Broad Street
Columbus, OH 43223

DOT-1858

Facsimile: (614) 728-4098
For Information:
Telephone: (614) 351-2300

CA T5 06 06 98

OS-32
6/98

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

ENDORSEMENT TO LIABILITY INSURANCE POLICY FOR VEHICLES OPERATING WITH A SPECIAL HAULING PERMIT ISSUED BY THE OHIO DEPARTMENT OF TRANSPORTATION

Issued to (Insured/Applicant) AMERICAN WATER SERVICES

of (Address) 2601 WEST LAKE MARY BLVD., SUITE 129, LAKE MARY, FL 32746

Insured's Telephone Number (614)579-6777 **Federal Employer I.D.# or S.S.#** 510063696

Amending Policy Number TC2J-CAP-260T3298-TIL-06

Effective From (date) 01/01/06 **Until 12:01 a.m.** 01/01/07

Name of Insurance Company (Insurer) Travelers Property Casualty Company of America

COUNTERSIGNED BY _____
(Insurance company representative authorized to issue policy amendments)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

X The insurance is primary and the company shall not be liable for amounts in excess of $ 200,000 for each accident.

___ The insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident

in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Ohio Department of Transportation (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. **The telephone number to call is** (860)277-6058.

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party, and (2) by providing 30 days notice to the Department (said 30 days notice to commence from the date it is received by the Department at the Permit Office, 1610 West Broad Street, Columbus, OH 43223).

The insurance policy to which this endorsement is attached provides (automobile) liability insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the State of Ohio which results from the issuance of a Special Hauling Permit to the insured by the Ohio Department of Transportation. This contractual agreement includes the following provision:

> "Permitee will be held liable for any damage caused by the movement. The State assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure.
>
> The permittee agrees to compensate the State of Ohio for any damage to a roadway or road structure and also to indemnify, save harmless and defend the State of Ohio and the Director of Transportation from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the State of Ohio or the Director of Transportation as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its agents, servants and employees in the performance of movements under this permit, except to the extent that the negligence of the State of Ohio or the Director of Transportation is proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the State of Ohio, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the State of Ohio. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is two hundred thousand dollars. This minimum liability level has been established by the Director of the Ohio Department of Transportation under Section 4513.34 of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

REQUIRED BY LAW
OHIO REVISED CODE 4513.34
OHIO ADMINISTRATIVE CODE 5501:2-1-10

File with:
Ohio Department of Transportation
Special Hauling Permit Section
1610 West Broad Street
Columbus, OH 43223

DOT-1858

Facsimile: (614) 728-4098
For Information:
Telephone: (614) 351-2300

CA T5 06 06 98

DATE RECEIVED BY DMV

MOTOR CARRIER (CA) #
CA-0125251-

INSURANCE POLICY ENDORSEMENT

Motor Carriers of Property
Bodily Injury Liability and Property Damage Liability

INSURER (INSURANCE COMPANY) (NAME, ADDRESS, AND PHONE #) Travelers Property Casualty Company of America One Tower Square 9MN Hartford CT 06183-4033 *NAME OF INSURER'S AUTHORIZED REPRESENTATIVE* _____	NAIC # 25674 OTHER #
Status: ☒ Licensed to write insurance in the State of California (Admitted Insurer) ☐ Nonadmitted Insurer subject to Section 1763 of the California Insurance Code. _____ SURPLUS LINE BROKER NAME ☐ Charitable Risk Pool	
INSURED (MOTOR CARRIER NAME AND ADDRESS) American Water Works Company Inc. 880 Kuhn Drive Chula Vista, CA 91914	Filed with the: California Department of Motor Vehicles Motor Carrier Permit Branch P.O. Box 932370 MS G875 Sacramento, CA 94232-3700 (916) 657-8153

This Endorsement shall be attached to and made a part of all policies insuring motor carriers of property required to obtain a permit pursuant to the Motor Carriers of Property Act (Act), California Vehicle Code sections 34600 and following. The purpose of this Endorsement is to assure compliance with the Act and related rules and regulations.

Insurer agrees that the coverage provided by the endorsement excludes any costs of defense or other expense that the policy provides.

Insurer agrees to pay, consistent with the minimum insurance coverage required by California Vehicle Code §34631.5, and consistent with the limits it provides herein, any legal liability of insured for bodily injury, death, or property damage arising out of the operation, maintenance, or use of any vehicle for which a motor carrier permit is required, whether or not such vehicle is described in the attached polic

Insurer agrees that no provision, stipulation, or limitation contained in the attached policy or any endorsement shall relieve insurer from obligations arising out of this endorsement or the Act, regardless of the insured's financial solvency, indebtedness or bankruptcy.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	LIMITS	
PRIMARY LIABILITY ☐ Coverage below statutory minimum limits. ☒ Coverage equal to or exceeding statutory minimum limits.	TC2J-CAP-260T3298-TIL-06		COMBINED SINGLE LIMIT	$1,000,000
			BODILY INJURY OR DEATH (ONE PERSON)	$
			BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	$
			PROPERTY DAMAGE	$
EXCESS LIABILITY ☐ Coverage between primary coverage and statutory minimum limits. ☐ Coverage provided at or above statutory minimum limits.			COMBINED SINGLE LIMIT	$ in excess of $
			BODILY INJURY (ONE PERSON)	$ in excess of $
			BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	$ in excess of $
			PROPERTY DAMAGE	$ in excess of $

Insurer certifies that this insurance policy covers all vehicles used in conducting the service performed by the Insured for which a motor carrier permit is required whether or not said vehicle is listed in the insurance policy.

Insurer agrees that the Certificate of Insurance shall not be canceled on less than thirty (30) days notice from the Insurer to the DMV, written on an authorized Notice of Cancellation form and that the thirty (30) day/period commences to run from the date of the Notice of Cancellation was actually received at the office of the California Department of Motor Vehicles, Motor Carrier Permit Branch in Sacramento, California.

Insurer agrees to furnish DMV with a duplicate original of the referenced policy, DMV authorized endorsement, and all other related endorsements and documentation upon request.

Except as specified in this endorsement, the terms, conditions, and limitations of this policy remain in full force and effect. This endorsement shall not prevent insurer from seeking reimbursement from insured for any payment made by insurer solely on account of the provisions herein.

By signing this form, the Insurer certifies under penalty of perjury under the laws of the State of California that all information contained in this Insurance Policy Endorsement is true and correct.

EXECUTED AT (CITY, STATE)	DATE
Hartford CT	01-24-06

NATURE OF INSURER'S AUTHORIZED REPRESENTATIVE

X _____

DMV 67 MCP (REV. 6/2001)

ST PAUL TRAVELERS

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to AMERICAN WATER SERVICES RESIDUALS MANAGEMENT INC DBA ENVIROGANICS of PO BOX 73006 HOUSTON TX

Dated at ONE TOWER SQUARE 9MN HARTFORD CT 06183 this 24TH day of JANUARY , 20 06

Amending Policy No. TC2J-CAP-260T3298-TIL-06 Effective Date 01-01-06

Name of Insurance Company Travelers Property Casualty Company of America

Telephone Number 713-316-5050 Countersigned by: _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of $ 750,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

ST PAUL TRAVELERS

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC of LAKE MARY FL

Dated at ONE TOWER SQUARE 9MN HARTFORD CT 06183 this 24TH day of JANUARY , 20 06

Amending Policy No. TC2J-CAP-260T3298-TIL-06 Effective Date 01-01-06

Name of Insurance Company Travelers Property Casualty Company of America

Telephone Number 713-316-5050 Countersigned by: _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

POLICYHOLDER NOTICES

005147

POLICYHOLDER NOTICES

NOTICE TO MICHIGAN POLICYHOLDERS

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

IMPORTANT INFORMATION TO MISSOURI POLICYHOLDERS

Be advised that while this policy does provide coverage for certain terrorism losses in compliance with the Federal Terrorism Risk Insurance Act of 2002, it does not cover all types of terrorism losses, and in fact, excludes coverage for certain losses, such as those that are the result of a terrorist act that was not committed on behalf of any foreign person or foreign government and exceeds an aggregate cost to the insurance industry of $25 million. You are not covered for such losses unless your insurance company has offered you additional terrorism coverage for such losses and you have paid an additional premium for that coverage, if required to do so by the insurance company.

IMPORTANT NOTICE TO OREGON POLICYHOLDERS

OREGON INSURANCE GUARANTY ASSOCIATION SURCHARGE

Most insurers doing business in Oregon participate in the Oregon Insurance Guaranty Association. In the event an insurer fails, the Association settles unpaid claims on behalf of consumers. Oregon law requires that policies be surcharged directly to recover the costs of handling those claims.

If your policy is surcharged, the term "OIGA Surcharge" along with an indicated dollar amount will be displayed with the statement of your surcharge.

IMPORTANT NOTICE

NOTIFICATION OF PENDING CHANGES FOREIGN TERRORISM / TRIA

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002 (TRIA), this policy includes disclosure of the rate or premium charged for exposure to "insured loss" as defined under TRIA. TRIA is set to expire as of 12/31/05. If TRIA expires and is not extended or reenacted, the rate or premium disclosed for exposure to "insured loss" shall instead be applicable to exposure to loss caused by "act(s) of foreign terrorism", defined as follows:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage provided for loss caused by an "act of foreign terrorism" shall be subject to all of the terms, definitions, exclusions and conditions of the applicable policy, and any applicable federal and/or state laws, rules or regulations.

ST PAUL TRAVELERS

IMPORTANT INFORMATION FOR NEVADA POLICYHOLDERS

Dear Policyholder:

Assembly Bill 157, passed in 1993 by the Nevada Legislature, required the Department of Motor Vehicles and Public Safety to create and implement a system which verifies that owner(s) of registered motor vehicles maintain automobile liability insurance.

As your insurance company we have reported your motor vehicle information to the Nevada Department of Motor Vehicles on your behalf.

The Nevada Department of Motor Vehicles will send an insurance verification letter to you if the proper information is not in their computer data base. Please read the following important notes which outline the actions that need to be followed to avoid getting an insurance verification letter.

If your policy contains a schedule of your owned autos, each separate auto with their corresponding Vehicle Identification Number (VIN) was electronically sent to the Department of Motor Vehicles.

If your policy has any vehicles registered in more than one name, you must report this immediately to your agent so the correct information is sent to the Nevada Department of Motor Vehicles. Our report to the Nevada Department of Motor Vehicles must match each vehicle with each specific registered owner.

Review your policy carefully, if any of the Vehicle Identification Numbers are incorrect, report this immediately to your agent so the correct information can be sent to the Nevada Department of Motor Vehicles.

If your policy does not contain a schedule of owned autos, one policy record was electronically sent to the Nevada Department of Motor Vehicles.

This reporting system changes how you should register your vehicles in Nevada.

When you register your autos, you must inform the registration clerk that you have a fleet policy. The Nevada Department of Motor Vehicles will then issue a fleet number to you, the registered owner. You will then register all of your autos under this fleet number. The Nevada Department of Motor Vehicles will assign the fleet number to each of your license plate numbers.

Whenever you add or delete autos, you will register under this fleet number.

If your policy has any vehicles registered in a name other than the first named insured on your policy, you must report this immediately to your agent so the correct information is sent to the Nevada Department of Motor Vehicles. Each registered owner will be assigned their own fleet number.

Thank you for insuring with Travelers.

UTAH

IMPORTANT NOTICE TO OUR INSUREDS

ADDITIONAL UNINSURED AND UNDERINSURED MOTORIST COVERAGE

We are required to notify all policyholders who may currently carry Uninsured and/or Underinsured Motorist Coverage limits in an amount less than their motor vehicle liability policy limits, or the maximum Uninsured or Underinsured Motorist Coverage limits available, of the purpose of Uninsured and Underinsured Motorist Coverages and the costs associated with increasing such coverages in amounts up to and including the maximum amount available by us under your motor vehicle policy.

Uninsured Motorist Coverage provides protection for covered persons who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness, disease or death. An uninsured motor vehicle is one which:

- does not have insurance; or
- has insurance, but is covered with liability limits lower than the required Financial Responsibility limits; or
- is a hit-and-run driver; or
- is covered by liability insurance, but coverage for the accident is disputed by the insurer for more than 60 days; or
- is insured, but the liability insurer of the vehicle is declared insolvent.

Underinsured Motorist Coverage provides protection for covered persons who are legally entitled to recover damages from owners or operators of underinsured motor vehicles because of bodily injury, sickness, disease or death. An underinsured motor vehicle is one which is covered under a liability policy at the time of an injury-causing occurrence, but which has insufficient liability coverage to compensate fully the injured party for all special and general damages.

The costs associated with **increasing** your Uninsured Motorist Coverage and/or Underinsured Motorist Coverage limits are set forth below.

	Private Passenger Vehicles		Commercial Vehicles	
Bodily Injury Limit	**Uninsured Motorist Coverage**	**Underinsured Motorist Coverage**	**Uninsured Motorist Coverage**	**Underinsured Motorist Coverage**
$ 100,000	$ 3.00	$ 30.00	$ 1.00	$ 25.00
$ 250,000	$ 8.00	$ 53.00	$ 4.00	$ 45.00
$ 300,000	$ 9.00	$ 57.00	$ 4.00	$ 48.00
$ 350,000	$ 10.00	$ 61.00	$ 5.00	$ 52.00
$ 500,000	$ 11.00	$ 72.00	$ 5.00	$ 61.00
$ 750,000	$ 13.00	$ 81.00	$ 6.00	$ 69.00
$ 1,000,000	$ 14.00	$ 91.00	$ 7.00	$ 77.00

If you currently carry Uninsured Motorist Coverage or Underinsured Motorist Coverage limits in an amount less than your motor vehicle liability policy limits or the maximum limits available and you wish to increase your coverage limits, you must complete a selection form indicating the new limits that you desire. If you have any questions or need additional information, please contact your insurance agent or representative.

IMPORTANT NOTICE TO POLICYHOLDERS

PLEASE READ THIS NOTICE CAREFULLY.

This is a summary of the new New York Personal Injury Protection Coverage policy conditions of your Commercial Auto Policy. NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. IN NO WAY DOES THIS NOTICE ALTER THE PROVISIONS OF ANY ENDORSEMENT(S). YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE(S) YOU ARE PROVIDED. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

CA 22 32 07 02 New York Mandatory Personal Injury Protection Endorsement
CA 22 48 07 02 New York Mandatory Personal Injury Protection Endorsement – Motorcycles
CA 22 33 07 02 Additional Personal Injury Protection (New York)

The areas within the policy that revise coverage are highlighted below.

Notice Condition

The time period within which the written notice of an accident must be given to us by or on behalf of each eligible injured person involved in the accident is reduced from **90** days after the date of the accident to **30** days after the date of the accident. The **30** day time period for giving notice does **not** apply if the injured person submits written proof providing clear and reasonable justification for the failure to comply with the **30** day requirement.

Proof of Claim; Medical, Work Loss and Other Necessary Expenses Condition

The time period within which a proof of claim for health service expenses must be submitted by the injured person or the injured person's assignee or representative is reduced from **180** days after the date the services are rendered to **45** days after the date the services are rendered.

The provision setting forth the time period within which an injured person or that person's legal representative must submit written proof of claim for work loss benefits and for other necessary expenses to us now states that the written proof of claim for work loss benefits and for all other necessary expenses must be submitted to us as soon as reasonably practicable but, in no event later than 90 days after the work loss is incurred or the other necessary services are rendered.

The time limitations for submission of proof of claim described above do **not** apply if the injured person or the injured person's representative submits written proof providing clear and reasonable justification for the failure to comply with these time limitations.

When reasonably required, we may ask an eligible injured person or his or her representative to submit to examinations under oath.

If you have any questions about your insurance program, please contact your agent or local Company representative.

005151

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any person or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).
2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.
3. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.
4. The following Definitions have been added to the policy: "diminution in value", "employee", "leased worker", and "temporary worker".
5. The Definition of "covered pollution cost or expense" has been expanded to include any statutory or regulatory requirement.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.
2. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.
3. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.
4. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
5. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
6. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

LOUISIANA

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any per-

son or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).

2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.

3. The Liability Limit Of Insurance provisions have been modified to clarify that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.

4. Under General Conditions, Other Insurance, the provision with Hired Auto Physical Damage Coverage has been modified to deem any covered "auto" you lease, hire, rent or borrow without a driver to be a covered "auto" you own.

5. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.

6. The following Definitions have been added to the policy: "diminution in value", "employee", "leased worker", and "temporary worker".

7. The Definition of "covered pollution cost or expense" has been expanded to include any statutory or regulatory requirement.

8. The Definition of "suit" has been expanded to include alternative dispute resolution proceedings which the "insured" submits to with our consent.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.

2. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.

3. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.

4. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.

5. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.

6. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its operating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".

7. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
8. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
9. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

RHODE ISLAND
MINNESOTA

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under Physical Damage Coverage Extensions, Transportation Expenses, the limits have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
5. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
6. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.

7. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any person or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).

2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.

3. The Liability Limit Of Insurance provisions have been modified to clarify that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.

4. Under General Conditions, Other Insurance, the provision with Hired Auto Physical Damage Coverage has been modified to deem any covered "auto" you lease, hire, rent or borrow without a driver to be a covered "auto" you own.

5. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state the Company has no duty to provide coverage unless there has been full compliance with the listed duties.

6. The following Definitions have been added to the policy: "diminution in value", "employee", "leased worker", and "temporary worker".

7. The Definition of "covered pollution cost or expense" has been expanded to include any statutory or regulatory requirement.

8. The Definition of "suit" has been expanded to include alternative dispute resolution proceedings which the "insured" submits to with our consent.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.

2. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.

3. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.

4. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.

5. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.

6. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its op-

erating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".

7. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
8. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
9. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion 5. dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

HAWAII

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form and significant broadenings and restrictions that were made in the Coverage Endorsements referenced below. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form or the referenced endorsements. The summary is organized by individual Coverage Form and Coverage Endorsements, **however, not all Coverage Endorsements are included in a particular policy**.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage Extensions, Supplementary Payments, your limit for cost of bail bonds has been increased from $250 to $2000.
2. Under Liability Coverage Extensions, Supplementary Payments, the limit for payments for reasonable expenses incurred by the "insured" at our request has been increased from $100 a day to $250 a day.
3. Under the Physical Damage Coverage Extension, the limits for temporary transportation expense have been increased from $15 per day and a $450 maximum to up to $20 per day and a $600 maximum.
4. The Definition of an "Insured Contract" has been expanded to include the rental or lease of an "auto" without a driver by your business or by any of your "employees". This expanded definition does not apply to "property damage" to any "auto" rented or leased by you or by any of your "employees".
5. Under Physical Damage Coverage Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
6. Business Auto Conditions, Loss Payment – Physical Damage Coverages has been modified to state that if we pay for a "loss", the payment will include the applicable sales tax for the damaged or stolen property.
7. Under Business Auto Conditions, Policy Period, Coverage Territory, the Coverage Territory has been expanded to anywhere in the world for a covered "auto" of the private passenger type leased, hired, rented, or borrowed without a driver for a period of 30 days or less, subject to certain requirements regarding where a "suit" is brought and settlement agreed to.
8. The Definition of an "Insured Contract" has been modified to limit the application of the railroad exception of an "insured contract" to that part of any contract or agreement that indemnifies a railroad (rather than any per-

son or organization) for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Liability Coverage, the provisions dealing with Who Is An Insured have been modified to address partners (who are part of a partnership) or members (who are part of a limited liability company).
2. Under Liability Exclusion 4. Employee Indemnification And Employer's Liability, the description of domestic "employee" has been expanded.
3. Liability Exclusion 6. Care, Custody Or Control, has been expanded to include the defined term "covered pollution costs or expense".
4. The Liability Limit Of Insurance provisions have been modified to state that no one is entitled to duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to the policy.
5. Under General Conditions, Other Insurance, a provision has been added dealing with Hired Auto Physical Damage Coverage.
6. The Conditions dealing with Duties In The Event Of Accident, Claim, Suit Or Loss have been expanded to state that the Company has no duty to provide coverage unless there has been full compliance with the listed duties.
7. The following Definitions have been added to the policy: "covered pollution cost or expense", "employee", "leased worker", "pollutants", "diminution in value", and "temporary worker".

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. The Physical Damage Specified Causes of Loss Deductible applicable to Mischief or Vandalism has been increased from $25 to $250.
2. Liability Coverage for pollution is now limited to "covered pollution cost or expense" and is further subject to the revised liability pollution exclusion.
3. Under Liability Exclusion 2. Contractual, the exception dealing with liability assumed in a contract or agreement has been modified to apply only to contracts or agreements executed prior to an "accident" resulting in "bodily injury" or "property damage".
4. Liability Exclusion 4., Employee Indemnification And Employer's Liability, has been modified to exclude injury to an "employee" while performing duties related to the conduct of the "insured's" business.
5. Liability Exclusion 5., Fellow Employee, has been expanded to exclude "bodily injury" to any fellow "employee" of the "insured" while performing duties related to the conduct of the "insured's" business.
6. Liability Exclusion 11., Pollution, has been expanded to exclude coverage for seepage and migration of "pollutants".
7. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.
8. The Physical Damage Exclusion dealing with tapes, records or other sound reproducing devices has been expanded to exclude coverage for discs or other similar audio, visual or data electronic devices.
9. This policy contains a new Physical Damage Exclusion pertaining to any electronic equipment, without regard to whether it is permanently installed, that receives or transmits audio, visual or data signals. This exclusion also applies to accessories used with this equipment. Review your policy carefully. This exclusion does not apply to certain electronic equipment that is necessary for the normal operation of a covered "auto" or its op-

erating systems, or to equipment designed solely for the reproduction of sound provided such equipment is permanently installed in the covered "auto" at the time of the "loss".

10. Physical Damage Exclusion 4.b. has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment.
11. Physical Damage Exclusion 5. has been added. This new exclusion states that we will not pay for "loss" to a covered "auto" due to "diminution in value".
12. Physical Damage Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment.
13. The Definition of an "Insured Contract" has been modified to delete an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade.
14. The Definition of an "Insured Contract" has been modified so it no longer includes any contract or agreement that indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property.

AMENDATORY ENDORSEMENT

BROADENED FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. Physical Damage Exclusion **5.** dealing with "diminution in value" is deleted.
2. The Definition of "employee" has been expanded to include a "temporary worker".

RESTRICTIVE FEATURES OF AMENDATORY ENDORSEMENT **(CA T4 00 01 04)**

1. The Physical Damage Limit Of Insurance provisions have been modified to state our intent not to pay for "diminution in value".

BUSINESS AUTO COVERAGE EXTENSION FORM

BROADENED FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. Under Liability Coverage Extensions, Supplementary Payments, the limit for cost of bail bonds has been increased from $2,000 to $3,000. In addition, the limit for all reasonable expenses incurred by the "insured" at the Company request has been increased from $250 per day to $500 per day.

RESTRICTIVE FEATURES OF BUSINESS AUTO COVERAGE EXTENSION FORM **(CA T3 53 01 04)**

1. The Broadened Named Insured provision has been amended not to apply to persons or organizations for which coverage is excluded by endorsement.
2. The Employee As Insured provision has been modified to apply only when an "employee" is using, in the course and scope of your business at the time of an accident, a covered "auto" the insured does not own, hire or borrow. If you are a sole proprietor this provision also includes an "employee" acting in your personal affairs at the time of an accident.
3. Under Hired Car – Worldwide Coverage, reimbursement for expenses will be part of the Limit of Liability Coverage shown in ITEM TWO of the Business Auto Coverage Part Declarations, and not in addition to such limits.
4. Under Hired Car – Worldwide Coverage, you must maintain the greater of (a) the compulsory admitted liability insurance limit required by the jurisdiction where an "accident" occurs, (b) liability insurance limits required by law, or (c) $300,000 Combined Single Limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

FLORIDA – FAILURE TO MAINTAIN INSURANCE NOTICE

IMPORTANT – PLEASE READ CAREFULLY

Dear Policyholder,

By law we are required to report specific cancellation or termination information to the Department of Highway Safety and Motor Vehicles. Failure to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law, may result in loss of registration and driving privileges. Reinstatement of your registration and driving privileges will be made upon payment of a non-refundable fee of $150 for the first reinstatement, $250 for the second reinstatement and $500 for each subsequent reinstatement during a three year period.

Please contact your Travelers Agent with any questions you may have.

Thank you for insuring with The Travelers.

ST PAUL TRAVELERS

Dear Policyholder:

As a result of N.J.A.C. 11:3-39 you may be entitled to a reduction in the base rate of your comprehensive or fire and theft coverages for your private passenger automobile. If your vehicle is equipped with an anti-theft or vehicle recovery device, you should contact your agent.

Thank you for insuring with us.

IMPORTANT PLEASE READ CAREFULLY

Dear Policyholder,

EXPLANATION OF STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorists Coverage is mandatory with respect to those "covered autos" principally garaged or principally used in New York State and cannot be rejected. It would not be applicable, however, to "covered autos" which are not principally garaged or principally used in New York State. Supplementary Uninsured/ Underinsured Motorists Coverage is optional, would apply to all "covered autos" and can be purchased subject to the terms and conditions as set forth below.

The following is an explanation of the notable differences between Statutory Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured Motorists Coverage. This explanation is not intended to substitute for a complete review of both coverages. If there is any conflict between the policy and this explanation, the provisions of the policy apply.

Statutory Uninsured Motorists Coverage

With respect to "covered autos" principally garaged or principally used in New York State, Statutory Uninsured Motorists Coverage gives you, (and if you are an individual, a family member who lives with you), and someone in a "covered auto" you're operating, coverage for injuries that occur if you have a motor vehicle accident with a negligent motorist who has no insurance at all.

If someone is hurt by this type of motorist and does not die, your Statutory Uninsured Motorists Coverage provides up to $25,000 for each person injured, with a $50,000 maximum for each accident. And if someone dies, Statutory Uninsured Motorists Coverage provides up to $50,000 for each person who dies, with a $100,000 maximum for each accident resulting in the death of two or more people. These limits are the only limits available to you under Statutory Uninsured Motorists Coverage.

Statutory Uninsured Motorists Coverage will pay for injuries or death only if the motor vehicle accident happens in New York State and only if the "covered auto" which you were operating is principally garaged and principally used in New York State.

Supplementary Uninsured/Underinsured Motorists Coverage

Supplementary Uninsured/Underinsured Motorists Coverage ("SUM") protects you, (and if you are an individual, a family member who lives with you), and someone in any "covered auto" you are operating, if there is an accident with a negligent motorist who has no insurance and also, if there is an accident with a motor vehicle that does have bodily injury liability insurance, but its bodily injury liability insurance limits are less than the bodily injury liability insurance limits that you have on your motor vehicle.

SUM Coverage is offered with limits of $250,000 each person and $500,000 each accident (250/500) or a combined single limit of $500,000 each accident (500 CSL).

SUM Coverage may also be selected in limits greater than 250/500 or 500 CSL, up to Bodily Injury Policy Limits or less than 250/500 or 500 CSL, but not less than the limits, as required under the Statutory Coverage, of $25,000 each person/$50,000 each accident.

SUM Coverage applies if you have an accident either in the State of New York or out-of-state.

A policyholder should consider purchasing SUM coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:

1. may have no insurance whatsoever; or
2. even if insured, is only insured for third-party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third-parties.

By purchasing SUM coverage, which cannot be purchased in an amount exceeding the amount of third-party liability coverage purchased, the policyholder and any insured under the policy can:

1. be protected for bodily injury to themselves, up to the limit of the SUM coverage purchased; and
2. receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the SUM coverage shall be the policy's SUM limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

Below are a few examples of how SUM coverage works:

Example One:

Insured's Bodily Injury Damages	$300,000
Insured's Liability Limit	$500,000
Insured's SUM Limit	$250,000
Other Motor Vehicle Liability Limit	$ 25,000

Result: In this example, the insured has purchased the maximum amount of SUM coverage that must be offered by the insurer provided that the insured has purchased bodily injury liability limits of at least $250,000. Insured recovers $25,000 from the negligent owner or operator of the other motor vehicle, and $225,000 ($250,000 minus $25,000) under the SUM coverage, for a total recovery of $250,000.

However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect $250,000 in SUM coverage from the insured's own insurer.

But, if the owner or operator of the other motor vehicle was not negligent, the insured would receive no SUM payments.

Example Two:

Insured's Bodily Injury Damges	$100,000
Insured's Liability Limit	$ 25,000
Insured's SUM Limit	$ 25,000
Other Motor Vehicle Liability Limit	$ 25,000

Result: Insured recovers $25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the SUM coverage, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and SUM limits were both $50,000 the insured would collect another $25,000 in SUM coverage from the insured's own insurer.

Example Three:

Insured's Bodily Injury Damages	$ 60,000
Insured's Liability Limit	$100,000
Insured's SUM Limit	$100,000
Other Motor Vehicle Liability Limit	$ 50,000

Result: Insured recovers $50,000 from the other negligent motor vehicle owner or operator and $10,000 under SUM coverage, which is the difference between the amount of the insured's SUM coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

Example Four:

Insured's Bodily Injury Damages	$150,000
Insured's Liability Limit	$100,000
Insured's SUM Limit	$100,000
Other Motor Vehicle Liability Limit	$ 25,000

Result: Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be $75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover $25,000 from the other negligent motor vehicle owner or operator and $50,000 under the SUM coverage.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover $25,000 from the negligent motor vehicle owner or operator and would then receive $75,000 in SUM coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of $150,000 or more, the SUM recovery would be $125,000.

ST PAUL TRAVELERS

COMMERCIAL AUTOMOBILE – VIRGINIA

IMPORTANT NOTICE

IN ADDITION TO THE MINIMUM INSURANCE REQUIRED BY LAW, YOU MAY PURCHASE ADDITIONAL INSURANCE COVERAGE FOR THE NAMED INSURED AND FOR HIS RELATIVES WHO ARE MEMBERS OF HIS HOUSEHOLD WHILE IN OR UPON, ENTERING OR ALIGHTING FROM A MOTOR VEHICLE, OR THROUGH BEING STRUCK BY A MOTOR VEHICLE WHILE NOT OCCUPYING A MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE. THE FOLLOWING HEALTH CARE AND DISABILITY BENEFITS ARE AVAILABLE FOR EACH ACCIDENT:

1. PAYMENT OF UP TO $2,000 PER PERSON FOR ALL REASONABLE AND NECESSARY EXPENSES FOR MEDICAL, CHIROPRACTIC, HOSPITAL, DENTAL, SURGICAL, AMBULANCE, PROSTHETIC AND REHABILITATION SERVICES, AND FUNERAL EXPENSES RESULTING FROM THE ACCIDENT AND INCURRED WITHIN THREE YEARS AFTER THE DATE OF THE ACCIDENT. HOWEVER, IF YOU DO NOT PURCHASE THE $2,000 LIMIT OF COVERAGE, YOU AND THE COMPANY MAY AGREE TO ANY OTHER LIMIT; AND
2. AN AMOUNT EQUAL TO THE LOSS OF INCOME UP TO $100 PER WEEK IF THE INJURED PERSON IS ENGAGED IN AN OCCUPATION FOR WHICH HE RECEIVES COMPENSATION, FROM THE FIRST WORK DAY LOST AS A RESULT OF THE ACCIDENT UP TO THE DATE THE PERSON IS ABLE TO RETURN TO HIS USUAL OCCUPATION. SUCH PAYMENTS ARE LIMITED TO A PERIOD EXTENDING ONE YEAR FROM THE DATE OF THE ACCIDENT.

   IF YOU DESIRE TO PURCHASE EITHER OR BOTH OF THESE COVERAGES AT AN ADDITIONAL PREMIUM, YOU MAY DO SO BY CONTACTING THE AGENT OR COMPANY THAT ISSUED YOUR POLICY.

IMPORTANT NOTICE

IN ADDITION TO THE INSURANCE COVERAGE REQUIRED BY LAW TO PROTECT YOU AGAINST A LOSS CAUSED BY AN UNINSURED MOTORIST,

IF YOU HAVE PURCHASED LIABILITY INSURANCE COVERAGE THAT IS HIGHER THAN THAT REQUIRED BY LAW TO PROTECT YOU AGAINST LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOTOR VEHICLES COVERED BY THIS POLICY, AND YOU HAVE NOT ALREADY PURCHASED UNINSURED MOTORIST INSURANCE COVERAGE EQUAL TO YOUR LIABILITY INSURANCE COVERAGE;

1. YOUR UNINSURED AND UNDERINSURED MOTORIST INSURANCE COVERAGE HAS INCREASED TO THE LIMITS OF YOUR LIABILITY COVERAGE AND THIS INCREASE WILL COST YOU AN EXTRA PREMIUM CHARGE; AND
2. YOUR TOTAL PREMIUM CHARGE FOR YOUR MOTOR VEHICLE INSURANCE COVERAGE WILL INCREASE IF YOU DO NOT NOTIFY YOUR AGENT OR INSURER OF YOUR DESIRE TO REDUCE COVERAGE WITHIN 20 DAYS OF THE MAILING OF THE POLICY OR THE PREMIUM NOTICE, AS THE CASE MAY BE.
3. IF THIS IS A NEW POLICY AND YOU HAVE ALREADY SIGNED A WRITTEN REJECTION OF SUCH HIGHER LIMITS IN CONNECTION WITH IT, PARAGRAPHS 1 AND 2 OF THIS NOTICE DO NOT APPLY.

CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

Named Insured/Applicant: AMERICAN WATER WORKS COMPANY, INC.

Company: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (800) 952-5210

California Department of Consumer Affairs
Bureau of Automotive Repair 10240 Systems Parkway
Sacramento, CA 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

NOTICE TO WEST VIRGINIA POLICYHOLDERS
CONSUMER COST SAVINGS

Your costs for this policy have not been reduced because of Insurance Law Reforms and Civil Justice Reforms enacted by the West Virginia Legislature in 2005 and signed into law by the Governor.

This notice does not expand or increase coverage in any policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

NOTICE TO WEST VIRGINIA POLICYHOLDERS
FIRE AND CASUALTY SURCHARGE REDUCTION

Your cost for this policy has been reduced by .45% because of premium surcharge reductions enacted by the West Virginia Legislature in 2005 and signed into law by the Governor.

This notice does not expand or increase coverage in any policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

IMPORTANT INFORMATION TO INDIANA POLICYHOLDERS

We are here to serve you...

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us at (860) 277-0111. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461
In the Indianapolis Area: 1-317-232-2395

FLORIDA POLICYHOLDERS
AVAILABILITY OF RISK MANAGEMENT PLANS

Florida insurance statute require insurers to provide insureds, at their request, with guidelines for risk management plans. Travelers Loss Prevention & Engineering has available guidelines to assist you with your accident prevention activities.

The companion Safety Services notice describes the range of services available to our insureds. Should you desire assistance with regard to your accident prevention activities, please contact us at the Florida location specified in the notice.

ST PAUL TRAVELERS

FLORIDA SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. The Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention – Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes – Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations – Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General Liability, Product safety and Premises Security issues.

Safety Videos and Literature – We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training – We can help you improve your safety training programs.

Internet Website – Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

The Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U. S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured person and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF–INSPECTION PROGRAM:

- Do you conduct periodic surveys of premises, equipment and operations?
- Do you analyze each activity to determine inherent hazards?
- If you discover hazards, do you follow up with immediate corrective action?
- Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

- Do you investigate each accident and find the cause?
- Do you take immediate steps to prevent a recurrence?
- Do you keep records of accident investigations and follow-up measures?
- Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

- Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
- Do more-experienced employees receive training to correct any bad habits that developed over time?
- Do all employees understand that safety is an important part of their jobs

Florida Loss Prevention & Engineering Offices	**Orlando**	**1000 Legion Place, P.O. Box 35555 Orlando, FL 32802-3555 (407) 649-2596**

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If you have additional questions you may contact the Travelers office nearest you at the following address and telephone number:

WASHINGTON, D.C. OFFICE
14048 Parkeast Circle
Chantilly, Virginia 20151
(703) 818-6632

RICHMOND OFFICE
300 Arboretum Place
Richmond, VA 23236
(804) 330-6666

Someone in Commercial Lines will be available at the above locations to assist you.

If you have been unable to contact or obtain satisfaction from Travelers or your agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Property and Casualty Division
P.O. Box 1157
Richmond, VA 23218

In state, toll free: 1-800-552-7945
Out of state, toll free: 1-877-310-6560

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, Travelers or the Bureau of Insurance, have your policy number available.

ST PAUL TRAVELERS

IMPORTANT INFORMATION TO MISSOURI POLICYHOLDERS

Dear Policyholder:

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance you may contact us at the address listed:

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Indemnity Company of America
The Travelers Indemnity Company of Connecticut
The Phoenix Insurance Company
The Charter Oak Fire Insurance Company

One Tower Square
Hartford, CT 06183
(860) 277-0111

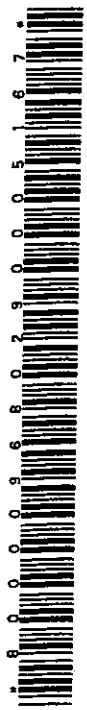
Thank you for insuring with Travelers.

IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

Please review your policy carefully. Should you have any questions concerning coverages, billings, additions or deletions, please contact your Agent. Should you feel the need for additional information or wish to make a complaint, we offer the following number:

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-860-277-0111



IMPORTANT INFORMATION TO WISCONSIN POLICYHOLDERS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Dear Policyholder:

Most of our underwriting and policy issuance expense has been incurred at the beginning of your policy period. If, for any reason, you wish to cancel this policy before its normal expiration date, you may not receive full pro rata premium for the cancelled term.

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance you may contact us at the addresses listed:

The Travelers Indemnity Company (IND)
The Travelers Indemnity Company of America (TIA)
The Charter Oak Fire Insurance Company (COF)
The Phoenix Insurance Company (PHX)
Travelers Property Casualty Company of America (TIL)
Travelers Indemnity Company of Connecticut (TCT)

One Tower Square
Hartford, CT 06183
(860) 277-0111

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact your insurance company listed above or your agent to resolve your problem.

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
125 South Webster Street
Madison, WI 53702

or you can call 1-800-236-8517 outside of Madison or (608) 266-0103 in Madison, and request a complaint form.

Thank you for insuring with Travelers.

AXA CORPORATE SOLUTIONS

December 30, 2005

(212) 345 3695– 4 pages –
Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036

Att: Wesley C. Farish

Re: American Water Works Company, Inc.

Dear Wesley,

Pursuant to your email as of today we bound coverage as follows:

Commercial Umbrella (Lead Umbrella)Policy#XS000900(06):

Policy Period: January 1, 2006 – 2007

Estimated Exposure (annual payroll:)
$ 308,037,188 annual payroll

Classification
Class 99943 Water Companies

Limit:
$ 17,688,000 each occurrence; Combined annual aggregate (including Premises liability and Products Completed operations liability): $ 35,376,000

Policy Form: ISO Occurrence

Premium:
$ 1,871,430 annual advance premium, flat charge

Commission: 0 %

Follow Form: Automobile Liability, Employers Liability (Underlying limits as per your specs, please advise schedule of underlying insurance) subject to receipt of copies of the Underlying policies which are in compliance with binder issued by ST.PaulTravelers on December 16, 2005 for the period January 1, 2006 - 2007

Minimum Underlying limits:
Commercial General Liability including Premises and Products Completed Operations liability:
$ 1,000,000 each occurrence
$ 1,000,000 Personal & Advertising Injury Limit
Total annual aggregate limit $ 25,000,000
Auto primary combined single limit: $ 1,000,000

Employers' liability limit by disease $ 1,000,000/bodily injury by accident $ 1,000,000/bodily injury by disease each employee $ 1,000,000

Notable exclusions:
- Asbestos Exclusion
- Employment-Related Practices
- Care, Custody, Control
- ERISA
- Auto No-fault/Un- or Underinsured Motorists
- Products-Completed Operations Hazard
- Occupational desease exclusion
- Mining operations exclusion
- Electormagnetic fields exclusion
- Railroad liability Exclusion
- Toxic Molds exclusion
- Lead exclusion
- Urea Formaldehyde exclusion
- Offshore Risks exclusion
- War exclusion
- Tobacco exclusion
- Defense costs included in the limit
- Total Pollution exclusion
- Silica exclusion
- Aircraft/Aircraft products exclusion

Coverage extensions:
- Broad Named insured endorsement

Attached you will receive the disclosure forms with regard to terrorism coverage in connection with this quoteletter. The disclosure form will contain information on your option to include certain coverage for terrorism and the cost of the coverage. The insured will have 30 days within which to accept the coverage and pay the additional premium or reject the coverage.

If you have any questions or queries please do not hesitate to contact the undersigned at (212) 658 8746 or fax (212) 658 8778.

Best regards,

Christian Hilbrecht,
Casualty Underwriter,
Corporate Department

AXA CORPORATE SOLUTIONS

AXA Corporate Solutions Insurance Company

Umbrella Liability

New and Renewal Business

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

American Water Works Company, Inc.
1025 Laurel Oad Road
Voorhees, NJ 08043

Policy#XS000900(06)

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102 (1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT COVERAGE PROVIDED FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. THE TERRORISM RISK INSURANCE ACT OF 2002 WILL EXPIRE ON DECEMBER 31, 2005, UNLESS CONGRESS ACTS TO EXTEND IT. IF TRIA IS NOT EXTENDED, OR IF IT IS EXTENDED WITH MODIFICATIONS THAT DO NOT REQUIRE INSURERS TO OFFER TERRORISM COVERAGE, TERRORISM COVERAGE WILL BE EXCLUDED FROM YOUR POLICY AFTER DECEMBER 31, 2005, WHERE PERMITTED BY LAW. IF CONGRESS EXTENDS THE TERRORISM RISK INSURANCE ACT OF 2002 IN ITS CURRENT FORM OR EXTENDS THE TERRORISM RISK INSURANCE ACT OF 2002 WITH MODIFICATIONS THAT DECREASE THE FEDERAL SHARE OF REIMBURSEMENT OR INCREASE THE INSURER DEDUCTIBLES, BUT STILL REQUIRE INSURERS TO OFFER TERRORISM COVERAGE, ADDITIONAL PREMIUM MAY BE CHARGED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

YOU HAVE THIRTY (30) DAYS TO CONSIDER THIS OFFER OF COVERAGE FOR TERRORIST ACTS AND RETURN THIS STATEMENT. IF WE DO NOT RECEIVE THE NOTICE AND THE REQUIRED PREMIUM WHEN DUE, THE TERRORISM EXCLUSION WILL BE ATTACHED TO YOUR POLICY AND YOU WILL HAVE NO COVERAGE FOR LOSSES ARISING FROM ACTS OF TERRORISM, AS DEFINED BY THE ACT.

✓	I hereby elect to purchase coverage for acts of terrorism for a premium equal to: $ 16,843. The premium is due thirty (30) days after the date of the premium invoice.
	I hereby elect to have an exclusion for acts of terrorism, as defined by the act, included in my policy. I understand that I will have no coverage for losses arising from acts of terrorism, as defined by the act.

James P. Li

Policyholder/Applicant's Signature

JAMES P. LI

Print Name

XS000900(06)

Policy Number

12-30-05

Date

December 30, 2005

MARSH

Delcine Charles
Client Representative

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 6383 Fax 212 345 2865
www.marsh.com

February 28, 2006

Mr. James Li
Risk Manager
American Waterworks Company, Inc.
1025 Laurel Park Road
Voorhees, NJ 08043

Subject:
Commercial General Liability & Employee Benefits Liability Policy
Policy #: TC2J-GLSA-260T3317-TIL-06
Effective: January 1, 2006 – January 1, 2007

Dear Jim:

Attached is American Water Commercial General Liability & Employee Benefits Liability Policy written by St. Paul Travelers for the 1/1/06-1/1/07 policy period. Below is a summary of the coverage provided:

Commercial General Liability:	**Total General Aggregate Limit**	**$25,000,000**
	Personal & Advertising Injury Limit	**$ 1,000,000**
	Each Occurrence Limit	**$ 1,000,000**
	Damage to Premises Rented to You Limit	**$ 1,000,000**
	Medical Expense Limit	**$ 5,000**
Employee Benefits Liability:	**Aggregate Limit**	**$ 1,000,000**
	Each Employee Limit	**$ 1,000,000**

The GL section of this policy is written with an occurrence trigger whereby coverage exists for incidents occurring during the policy period. Please note that the Employee Benefits Liability portion of this policy is written on a claims-made basis. This coverage applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured deemed to have been made when notice of such claim is received and recorded by any insured or by Travelers, whichever comes first. American Water has the further duty to notify Travelers of such a claim as soon as applicable. Failure to report an EBL claim to Travelers prior to the expiration of this policy will jeopardize coverage, subject to the provisions of the automatic and/or optional extended reporting periods detailed within the endorsement.

The limited pollution coverage afforded to American Water by this GL policy has strict reporting provisions. In order to comply with these provisions, the discharge, release or escape of pollutants must become known to American Water and be reported to Travelers in writing within thirty (30) days from its abrupt and unexpected commencement.

We have reviewed the policy and found it to be in good order. However, please note the following:

- **Liquor Liability Exclusion – Exception of Scheduled Activities - CG 29 02 and CG 21 51** – Both endorsements were listed on the binder. However, CG 29 02 is an all other states endorsement which is not a mandatory endorsement therefore it is not needed and was not listed on the policy. CG 21 51 is a mandatory endorsement for the states of MA, NH and NJ and is therefore listed on the policy.

Please review the entire policy for a complete understanding of all terms, conditions, amendments and exclusions of coverage. Within thirty (30) days following your receipt of this letter, please advise Marsh of anything which you believe is not in accordance with the negotiated coverage and terms.

If you have any additional questions, please do not hesitate to contact us.

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh is an insurance representative and does not provide legal advice. This explanation should not be relied upon as a legal interpretation of the policy provisions.

Regards,

Delcine Charles

Delcine Charles
Client Representative

Attachment

ST PAUL TRAVELERS

One Tower Square, Hartford, Connecticut 06183

THIS POLICY DOES NOT COVER POLLUTION
SEE ENDORSEMENT CG T8 03.

COMMON POLICY DECLARATIONS
ISSUE DATE: 01/31/06

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
   AMERICAN WATER WORKS
   COMPANY, INC. (AS PER IL T3 40)
   1025 LAUREL OAK ROAD
   VOORHEES, NJ 08043

2. POLICY PERIOD: From 01/01/06 to 01/01/07 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address
ON FILE WITH COMPANY			

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS	CG TO 01 11 03 TIL
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS	CG TO 09 03 95 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

*AMS BINDER BILLED # 218906

SEE CALCULATION OF PREMIUM COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:
   Provisional Premium $
   Due at Inception $
   Due at Each $

NAME AND ADDRESS OF AGENT OR BROKER:
MARSH USA-NYC (NA026)
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

003373

ST PAUL TRAVELERS

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

AMERICAN WATER WORKS
COMPANY, INC.
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Presented by: MARSH USA-NYC

ST PAUL TRAVELERS

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

EFFECTIVE DATE: 01-01-06

ISSUE DATE: 01-31-06

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 05 03	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 40 03 95	BROADENED NAMED INSURED ENDORSEMENT
IL T3 54 03 98	DESIGNATED ENTITY - NOTICE CANC/NONRENW

COMMERCIAL GENERAL LIABILITY

CG A0 13 11 03	(CGT001) COMMERCIAL GENERAL LIAB COV DEC
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 02	WATERCRAFT AMENDMENT
CG T8 04	DEFINITIONS AMENDMENT
CG D2 54 01 05	AMEND OF COV PERS/ADV INJURY LIABILITY
CG D2 54 11 03	AMEND OF COV PERS/ADV INJURY LIABILITY
CG F2 45 07 02	EXCLUSION - WAR - WASHINGTON
CG F2 94 03 05	AMEND OF COV PERSONAL & ADVERT INJTEXAS
CG F3 05 03 05	AMEND OF COV-PERSONAL & ADVERTISE INJURY
CG F3 27 11 04	AMEND-WHO IS AN INSURED-JOINT VENTURE
CG F3 29 11 04	MEDICAL PAYMENTS-NY
CG F3 57 07 05	AMEND OF COV PERS INJURY/ADVERT INJU VT
CG 20 05 11 85	ADD'L INS-CONTROLLING INTEREST
CG 20 11 01 96	ADD'L INS-MANAGERS OR LESSORS OF PRM
CG 20 15 11 88	ADDITIONAL INSURED-VENDORS
CG 21 70 11 02	CAP ON LOSSES CERTIFIED ACTS TERRORISM
CG 24 04 10 93	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CG 24 17 10 01	CONTRACTUAL LIABILITY RAILROADS
CG 99 01 11 85	MOTOR VEHICLE LAWS
GN 00 13 01 86	EXTENSION OF COVERAGE-MENTAL ANGUISH
GN 00 13 11 97	EXTENSION OF COVERAGE-BODILY INJURY
GN 00 14 11 03	EXTENSION OF COV-DAMAGE PREMISES RENTED
GN 00 69 11 03	NOTICE OF OCCUR KNOWLEDGE OF OCCUR
GN 01 65 11 03	INTERNATIONAL-AMENDMENT OF COVERAGE
CG D0 37 01 04	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D0 37 01 99	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D1 22 02 96	AMEND-WHO IS AN INSURED
CG D1 26 10 95	ADDITIONAL INSURED-VENDORS BROAD FORM
CG D1 29 06 04	AMEND-WHO IS AN INSURED-JOINT VENTURES
CG D1 29 10 95	AMEND-WHO IS AN INSURED-JOINT VENTURES
CG D1 31 10 95	ADDL INSD-MANAGER OR LESSORS OF PREMISES
CG D1 44 01 96	OTHER ADDITIONAL INSUREDS
CG D1 54 11 03	COVERAGE FOR INJURY TO CO-EMPLOYEES
CG D1 61 11 03	CONTRACTUAL LIABILITY - PERSONAL INJURY

003374

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06
EFFECTIVE DATE: 01-01-06
ISSUE DATE: 01-31-06

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D2 05 02 98	ADDITIONAL INS-SPONSORED ORGANIZATIONS
CG D2 47 10 02	ADDITIONAL INSURED (CONTRACTORS)
CG T4 91 11 88	ADDL INSD-DESIGNATED PERSON/ORGANIZATION
CG T4 94 11 88	ADDL CONDITION-UNDISCLOSED EXPOSURES
CG T8 00	STATE APPLICABILITY
CG T8 03	AMENDMENT - POLLUTION EXCLUSION
CG T8 05	EXCL-ENGINEERS, ARCHITECTS OR SURVEYORS
CG D2 56 11 03	AMENDMENT OF COVERAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG F2 46 07 02	EXCLUSION - WAR - ALASKA
CG F2 68 05 05	TX CHANGES-EMPL RELATED PRACTICES EXCL
CG 21 51 09 89	AMEND LIQUOR LIAB EXCL EXCEPT SCHED ACT
CG 22 66 11 85	MISDELIVERY OF LIQUID PRODUCTS COVERAGE
GN 00 38 09 86	EXCL-HAZARDS OTHERWISE INSURED
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D1 48 02 96	PROF LIAB EXCL-ELECTRONIC DATA PROC
CG D2 42 01 02	EXCLUSION WAR
CG F1 19 11 03	INDIANA CHANGES-POLLUTION EXCLUSION
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG F2 50 11 03	MISSOURI CHANGES - POLLUTION EXCLUSION
CG F2 53 11 03	TEXAS CHANGES
CG F2 58 11 03	WA CHANGES
CG F2 61 11 03	ALASKA CHANGES - DEFINITION OF METATAG
CG F2 63 11 03	NY CHANGES-COMM GENERAL LIAB COV FORM
CG F2 66 11 03	WA CHANGES EMPLOY RELATED PRACTICES EXCL
CG F2 71 11 03	LOUISIANA CHANGES - INSURING AGREEMENT
CG 01 07 10 93	PUERTO RICO CHANGES-AMENDMENT
CG 01 09 11 85	KS AND OK CHANGES-TRANSFER OF RIGHTS
CG 01 22 07 98	MINNESOTA CHANGES-CONT LIAB EXCLUSION
CG 01 68 12 04	MICHIGAN CHANGES
CG 26 20 10 93	NJ CHANGES-LOSS INFORMATION
CG 26 21 10 91	NY CHANGES-TRANSFER OF DUTIES
CG 26 50 12 98	MO CHANGES-MEDICAL PAYMENTS
CG 26 72 01 02	LOUISIANA CHANGES - PREM AUDIT CONDITION
CG 26 73 06 02	MARYLAND CHANGES - PREMIUM AUDIT COND
CG 26 81 12 04	MINNESOTA CHANGES - DUTIES CONDITION
CG F2 09 11 00	VIRGINIA CHANGES
CG F2 11 11 03	ILLINOIS CHANGES - INSURED CONTRACT

EMPLOYEE BENEFITS LIABILITY

CG T0 09 03 95	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 11 88	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 07 86	EMPLOYEE BENEFITS LIABILITY COV FORM
CG D1 51 02 96	AMEND-WHO IS AN INSD NEWLY ACQUIRED ORG
CG T5 30 06 89	AMENDMENT-EBL
CG D0 38 01 92	EXCLUSION-IRC VIOLATIONS
CG D0 38 03 95	EXCLUSION-IRC VIOLATIONS
CG T4 84 11 88	EXCL-COBRA-EBL

EMPLOYEE BENEFITS LIABILITY (CONTINUED)

CG T4 85 11 88	ADDITIONAL EXCLUSION-EBL
CG T5 21 05 90	EXCL-DMGES UNDER CERTAIN EMPL BEN PROG
CG F1 53 04 98	SOUTH DAKOTA CHANGES-PUNITIVE DAMAGES
CG T7 32 04 92	TX-AMEND OF CANCELLATION PROV
CG T7 51 04 88	AMENDATORY ENDORSEMENT-NEBRASKA-EBL
CG T7 63 01 89	NC AMENDATORY ENDORSEMENT-EBL
CG T7 66 07 88	NC CHANGES-LOSS INFORMATION-EBL
CG T9 07 07 86	MD-AMENDATORY ENDORSEMENT-EBL
CG T9 14 09 87	NY-AMENDATORY ENDORSEMENT-EBL
CG T9 16 07 86	AK CHANGES-ATTORNEY'S FEES-EBL
CG T9 17 07 86	IN CHANGES-DUTIES IN EVENT OF OCC-EBL
CG T9 18 07 86	MI CHANGES-PREJUDGEMENT INTEREST - EBL
CG T9 20 07 86	MN CHANGES - EXAMINATION OF BOOKS -EBL
CG T9 26 07 86	RI CHANGES-PREJUDGMENT INTEREST - EBL
CG T9 57 06 88	WY CHANGES-DUTY TO DEFEND-EBL
CG T9 85 10 87	VA-AMENDATORY ENORSEMENT - EBL
CG T9 86 10 87	FL-AMENDATORY ENDORSEMENT - EBL
CG T9 88 10 87	MD-AMENDATORY ENDORSEMENT - EBL
CG T9 91 10 87	UT-AMENDATORY ENDORSEMENT - EBL

MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY
E = EMPLOYEE BENEFITS LIABILITY
L = LIQUOR LIABILITY

CG T8 01	DEDUCTIBLE LIABILITY INSURANCE (C, E)
CG D3 55 02 05	DEDUCTIBLE LIABILITY INSURANCE (C, E, L)
CG D3 55 09 05	DEDUCTIBLE ENDORSEMENT (C, E, L)
CG T8 81 09 05	DEDUCTIBLE LIABILITY INSURANCE (C, E)
CG T3 33 11 03	LIMIT WHEN TWO OR MORE POLICIES APPLY (C, E, L)
CG 01 04 12 01	NEW YORK CHANGES-PREMIUM AUDIT (C, L)
CG 01 18 12 04	LA CHANGES-LEGAL ACTION AGAINST US (C, L)
CG 01 24 01 93	WI CHANGES-AMEND OF POLICY CONDITIONS (C, E, L)
CG 01 60 07 98	WYOMING CHANGES (C, L)
CG 01 86 11 94	UTAH CHANGES (C, L)
CG 02 00 07 05	IL CHANGES -CANCELLATION AND NONRENEWAL (C, E, L)
CG 02 01 12 04	MD CHANGES (C, L)
CG 02 20 12 04	FL-CHANGES-CANCELLATION AND NONRENEWAL (C, L)
CG 26 05 07 98	MINNESOTA CHANGES (C, E, L)
CG 26 08 04 90	AR CHANGES-MULTI-YEAR POLICIES (C, L)
CG 26 25 04 05	MO CHANGES-GUARANTY ASSOCIATION (C, L)
CG 26 84 12 04	LA CHGS-TRANSF OF RGHTS RECVY AGNST OTHS (C, L)
CG 32 34 01 05	CALIFORNIA CHANGES (C, L)

INTERLINE ENDORSEMENTS

IL T3 68 09 04	FEDERAL TERRORISM RISK INSURANCE ACT

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06
EFFECTIVE DATE: 01-01-06
ISSUE DATE: 01-31-06

INTERLINE ENDORSEMENTS (CONTINUED)

IL T3 76 11 02	CAP ON LOSSES - CERTIFIED ACTS TERRORISM
IL 00 21 04 98	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 05 04	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 06 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 07 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 11 85	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 09 01 01	VERMONT CHANGES - CIVIL UNION
IL 01 21 06 03	AK CHANGES-ATTORNEY'S FEES
IL 01 26 04 98	VT CHANGES-STATUTORY LIABILITY
IL 01 28 07 01	RI CHANGES-PREJUDGMENT INTEREST
IL 01 35 12 02	NH CHANGES-CANCELLATION & NON-RENEWAL
IL 01 36 05 04	MANDATORY PREM & COV CONDITIONS ENDT-PR
IL 01 38 05 04	VIRGINIA CHANGES-CANCELLATION
IL 01 58 04 98	IN CHANGES
IL 01 65 07 02	ND CHANGES-EXAM OF YOUR & RECORDS
IL 01 67 07 02	MT CHANGES-CONFORMITY WITH STATUES
IL 01 68 05 02	TEXAS CHANGES-DUTIES
IL 01 79 10 02	OKLAHOMA NOTICE
IL 01 97 07 02	RHODE ISLAND CHANGES
IL 01 98 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 01 99 06 98	AR CHGS-TRANSFER OF RIGHTS OF RECOVERY
IL 02 04 07 02	IDAHO CHANGES-CANCELLATION/NONRENEWAL
IL 02 08 12 05	NJ CHANGES-CANCELLATION AND NONRENEWAL
IL 02 19 07 02	VT CHANGES - CANCELLATION & NONRENEWAL
IL 02 28 07 02	CO CHANGES-CANCELLATION AND NONRENEWAL
IL 02 31 07 02	ARKANSAS CHANGES-CANCELLATION
IL 02 32 09 02	SOUTH DAKOTA CHANGES-CANCELLATION
IL 02 34 12 03	ND CHANGES-CANCELLATION AND NONRENEWAL
IL 02 36 07 02	OK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 37 07 02	DE CHANGES-TERMINATION PROVISIONS
IL 02 43 01 06	MONTANA CHANGES
IL 02 44 11 05	OHIO CHANGES-CANCELLATION & NONRENEWAL
IL 02 45 09 03	MN CHANGES-CANCELLATION AND NONRENEWAL
IL 02 46 07 02	PA CHANGES-CANCELLATION & NONRENEWAL
IL 02 47 07 02	ME CHANGES-CANCELLATION AND NONRENEWAL
IL 02 49 07 02	SOUTH CAROLINA CHANGES-CANCELLATION
IL 02 50 07 02	TN CHANGES-CANCELLATION & NONRENEWAL
IL 02 51 02 04	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 52 10 05	WY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 58 07 02	AZ CHANGES-CANCELLATION & NONRENEWAL
IL 02 59 10 02	NE CHANGES-CANCELLATION AND NONRENEWAL
IL 02 60 07 05	CT CHANGES-CANCELLATION & NONRENEWAL
IL 02 61 07 02	KS CHANGES-CANCELLATION & NON-RENEWAL
IL 02 62 07 02	GA CHANGES-CANCELLATION & NONRENEWAL
IL 02 63 07 02	KY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 65 07 02	HI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 66 07 02	UT CHANGES-CANCELLATION & NONRENEWAL
IL 02 68 11 05	NY CHANGES-CANCELLATION AND NONRENEWAL

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06
EFFECTIVE DATE: 01-01-06
ISSUE DATE: 01-31-06

INTERLINE ENDORSEMENTS (CONTINUED)

IL 02 69 07 02	NC CHANGES - CANCELLATION AND NONRENEWAL
IL 02 70 11 04	CA CHANGES-CANCELLATION & NON-RENEWAL
IL 02 72 07 02	IN CHANGES-CANCELLATION & NONRENEWAL
IL 02 73 01 06	RI CHANGES-CANCELLATION & NONRENEWAL
IL 02 74 07 02	MO CHANGES-CANCELLATION & NONRENEWAL
IL 02 76 07 02	IA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 77 05 05	LA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 78 07 02	DC CHANGES - CANCELLATION AND NONRENEWAL
IL 02 79 01 06	OR CHANGES-CANCELLATION AND NONRENEWAL
IL 02 80 06 03	AK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 82 07 02	MS CHANGES-CANCELLATION AND NONRENEWAL
IL 02 83 07 02	WI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 86 07 02	MI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 98 07 02	NEW MEXICO CHANGES-CANC & NON-RENEWAL
IL 09 10 07 02	PENNSYLVANIA NOTICE
IL 09 13 04 98	INSURANCE INSPCTN SERV EXEMPT FROM LIAB
IL F0 26 09 98	DES ENTITY-EARLIER NOT CANCEL/NONRENW-TX
IL F0 29 01 99	DES ENTITY-NOTICE OF CANC/NONREN PROVIDE
IL T3 05 12 99	INSURER AMENDMENT END
IL T9 11 01 89	NH-CHANGES

003376

COMMON POLICY CONDITIONS

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

A. CANCELLATION

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

B. CHANGES

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

C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

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

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

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

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

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

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

Includes copyrighted material of Insurance Services Office, with its permission. Copyright, Insurance Services Office, 1989

003377

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, The Travelers agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Common Policy Declarations by our authorized representative.

The Travelers Indemnity Company (IND)
The Phoenix Insurance Company (PHX)
The Charter Oak Fire Insurance Company (COF)
Travelers Property Casualty Company of America (TIL)
*The Travelers Indemnity Company of Connecticut (TCT)
The Travelers Indemnity Company of America (TIA)

*Formerly known as the Travelers Indemnity Company of Rhode Island (TRI)

General Counsel & Secretary

Chairman of the Board & Chief Executive Officer

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM - COMPOSITE RATES

A. SCHEDULE

1. This endorsement modifies insurance provided under the following Coverage Part(s):

   COMMERCIAL GENERAL LIABILITY
   EMPLOYEE BENEFITS LIABILITY

2. This endorsement applies to the Declarations from 01-01-06 to 01-01-07 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.
3. Definition of Premium Base (Bases):

   PER $100 GL PAYROLL

4. Exceptions (If any) to compositing of premium calculation:

5. Premium Schedule

COVERAGE	PREMIUM BASE
342 - 49050	PER $100 GL PAYROLL

ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
295,985,439	.0409	$121,058

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

B. PROVISIONS

1. Referring to the Schedule above, the premium for the Coverage Parts shown in item 1, except with respect to any exceptions shown in item 3, shall be computed in accordance with the premium base (bases) and rate (rates) designated in item 5.
2. The premium for the excepted hazards shall be computed in accordance with the rates and rules filed by us or on our behalf.
3. The advance premium stated above is an estimated premium for the Declarations Period. Upon termination of this period, the earned premium shall be computed in accordance with the policy and this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us; if less, we shall return to you the unearned paid portion. Rates and premiums for any subsequent Declarations Periods shall be determined at the inception date of those respective periods and shall be specified in endorsements to be added to the policy. After termination of each period, the earned premium shall be computed in accordance with the policy and this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

The Named Insured in Item 1. of the Declarations is as follows:

The organization named in item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy.

Copyright, The Travelers Indemnity Company, 1994

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 90

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 90

NAME: AMERICAN WATER WORKS COMPANY, INC.

ADDRESS: 1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1998

GENERAL LIABILITY

003380

GENERAL LIABILITY

ST PAUL TRAVELERS

One Tower Square, Hartford, Connecticut 06183

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-GLSA-260T3317-TIL-06
ISSUE DATE: 01-31-06

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 01-01-06 to 01-01-07 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. **COVERAGE AND LIMITS OF INSURANCE:**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Total General Aggregate Limit	$ 25,000,000
Personal & Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Dmge To Premises Rented To You Limit (any one premises)	$ 1,000,000
Medical Expense Limit (any one person)	$ 5,000

2. **AUDIT PERIOD:** ANNUAL

3. **FORM OF BUSINESS:** CORPORATION

4. **NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

TABLE OF CONTENTS

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01

SECTION I—COVERAGES

Beginning on Page

Coverage A - Bodily Injury and Property Damage Liability
- Insuring Agreement 1
- Exclusions 2

Coverage B - Personal and Advertising Injury Liability
- Insuring Agreement 5
- Exclusions 5

Coverage C - Medical Payments
- Insuring Agreement 7
- Exclusions 7

Supplementary Payments 7

SECTION II—WHO IS AN INSURED 8

SECTION III—LIMITS OF INSURANCE 10

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS 10

- Bankruptcy 10
- Duties in the Event of Occurrence, Claim or Suit 10
- Legal Action Against Us 11
- Other Insurance 11
- Premium Audit 12
- Representations 12
- Separation of Insureds 12
- Transfer of Rights of Recovery Against Others To Us 12
- When We Do Not Renew 12

SECTION V—DEFINITIONS 12

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

© ISO Properties Inc., 2000

003383

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

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

This exclusion applies:

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

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such

© ISO Properties Inc., 2000

premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

© ISO Properties Inc., 2000

003384

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

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

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

(a) Less than 26 feet long; and

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

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

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

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

h. Mobile Equipment

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

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

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

i. War

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

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

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

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

© ISO Properties Inc., 2000

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding

© ISO Properties Inc., 2000

to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. **Insuring Agreement**

   a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

      (1) On premises you own or rent;

      (2) On ways next to premises you own or rent; or

      (3) Because of your operations;

      provided that:

      (1) The accident takes place in the "coverage territory" and during the policy period;

      (2) The expenses are incurred and reported to us within one year of the date of the accident; and

      (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

   b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

      (1) First aid administered at the time of an accident;

      (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

      (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**

      To any insured, except "volunteer workers".

   b. **Hired Person**

      To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

      To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers Compensation And Similar Laws**

      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

      To a person injured while taking part in athletics.

   f. **Products-Completed Operations Hazard**

      Included within the "products-completed operations hazard".

   g. **Coverage A Exclusions**

      Excluded under Coverage **A**.

   h. **War**

      Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

   a. All expenses we incur.

   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

   e. All costs taxed against the insured in the "suit".

   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment

© ISO Properties Inc., 2000

interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

© ISO Properties Inc., 2000

2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

© ISO Properties Inc., 2000

003387

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person

© ISO Properties Inc., 2000

or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-

© ISO Properties Inc., 2000

003388

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

   If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

   c. All other parts of the world if the injury or damage arises out of:

      (1) Goods or products made or sold by you in the territory described in **a.** above;

      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

© ISO Properties Inc., 2000

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraph **f.** does not include that part of any contract or agreement:

   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical

© ISO Properties Inc., 2000

003389

device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended

© ISO Properties Inc., 2000

use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

© ISO Properties Inc., 2000

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

© ISO Properties Inc., 2000

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

WATERCRAFT AMENDMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, Paragraph 2. Exclusions, subparagraph g. (2) (a) is amended to read:

(a) Less than 50 feet long; and

DEFINITIONS AMENDMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS:

Paragraph 21 is amended to include the following under "Your Product":

c. Water furnished by you to your customers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b. (1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the

 Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

 Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

 Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

003393

SUIT

"The definition of "Suit" (SECTION V – DEFINITONS) is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

 Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES) is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury"

Copyright, The Travelers Indemnity Company, 2003

arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

Copyright, The Travelers Indemnity Company, 2003

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit' is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit' is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "Suit" **(SECTION V – DEFINITONS)** is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

i. War

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions:

This insurance does not apply to:

War

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Copyright, The Travelers Indemnity Company, 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES) is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b.(1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

003396

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "Suit" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY – LOUISIANA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b. (1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph 4., is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

SUIT

The definition of "Suit" (SECTION V – DEFINITIONS) is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED – PARTNERSHIPS, JOINT VENTURES AND LIMITED LIABILITY COMPANIES NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

SECTION II – WHO IS AN INSURED is amended as follows:

(1) **4.a.** is eliminated and replaced by the following:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

(2) The last paragraph is eliminated and replaced by paragraphs **5.** and **6.** as follows:

5. If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph **6.** below.

The insurance provided under this paragraph **5.** shall be excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. Any partnership, joint venture or limited liability company shall be insured if:

(a) You are a 50% or more ownership partner or member thereof; and

(b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and

(c) You have reported to us in writing within ninety (90) days of the execution of such agreement.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS – REPORTING REQUIREMENTS – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph **a.** of Paragraph **1.**, **Insuring Agreement** of **Section I – Coverage C – MEDICAL PAYMENTS** is deleted and replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY – VERMONT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury,** Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES) is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b. (1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

© 2005 The St. Paul Travelers Companies, Inc.

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Section II - Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

© 2005 The St. Paul Travelers Companies, Inc.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "Suit" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

© 2005 The St. Paul Travelers Companies, Inc.

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

RWE Aktiengesellschaft
Thames Water Aqua Holdings GmbH
Thames Water Plc
Thames Water Utilities
Thames Water Americas

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
   3593 Westover Road
   Orange Park, FL 32003

2. Name of Person or Organization (Additional Insured):
   NEF Development Corporation, Inc.

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, Insurance Services Office, Inc., 1994

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Policy Number:

Name of Person or Organization (Vendor):

Any vendor with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

Your Products: Any of "your products".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor.
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Copyright, Insurance Services Office, Inc., 1986, 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© ISO Properties, Inc., 2002

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

D.R. Horton, Inc. - New Jersey (dba SGS Communities)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Penn Eastern Railroad	Chester Valley Railroad - between Ross Rd & Upper Marion & Monroe Blvd., Bridgeport Boro, PA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

 (c) ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
BNSF RAILWAY COMPANY PO BOX 300054 COLLEGE STATION, TX 77842-3054	PROJECT #17020306 TRACKING/ID #05--28296-0 PERPENDICULAR CROSSING AT MILE POST 18.30 FOR A DISTANCE OF 200 FEET

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

(c) ISO Properties, Inc., 2000

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
UNION PACIFIC RAILROAD COMPANY 1400 DOUGLAS STREET, STOP 1690 OMAHA, NE 68179	AIR VACUUM EXCAVATION A DOT CONTRACT #04-79 JOB #04-644-05 RR MILE POST 736.65 SR280 GILA RIDGE ROAD UTILITY LOCATING

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

(c) ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – MENTAL ANGUISH

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to all operations, "bodily injury" in the **DEFINITIONS** section of this insurance is amended to include mental anguish.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – BODILY INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

With respect to all operations, "bodily injury" in the **DEFINITIONS** section of this insurance is amended to include mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Copyright, The Travelers Indemnity Company, 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. fire;

   b. explosion;

   c. lightning;

   d. smoke resulting from such fire, explosion, or lightning; or

   e. water.

   A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. rupture, bursting, or operation of pressure relief devices;

   b. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

   c. explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part **6.** of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

4. Under DEFINITIONS (Section V), Paragraph **a.** of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. fire;

   b. explosion;

   c. lightning;

   d. smoke resulting from such fire, explosion, or lightning; or

   e. water.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE UNINTENTIONAL OMISSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **2.** (Duties in the Event of Occurrence, Offense, Claim or Suit):

1. Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

   Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.

3. However, this Provision **A.** does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

B. UNINTENTIONAL OMISSION

The following is added to Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **6.** (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision **B.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal, in accordance with applicable state insurance laws, codes or regulations.

Copyright, The Travelers Indemnity Company, 2003

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL – AMENDMENT OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We agree with you that Part **4.** of the **DEFINITIONS** section is replaced by the following:

A. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, provided the injury or damage occurs in the course of travel or transportation between states, countries or nations included within the "coverage territory" as described in this endorsement.

(The following apply only if indicated by an "**X**")

☐ **3.** The following countries:

"Coverage territory" will also include anywhere else in the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **A.1.** or **A.3.**, but is away for a short time on your business.

☐ **4.** All other parts of the world excluding any country or jurisdiction which at the time of the "occurrence" or offense is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America, and also excluding

if the injury or damage arises out of:

a. Goods or products made or sold by you in the territory described in **A.1.** above; or

b. The activities of a person whose home is in the territory described in **A.1.** or **A.3.** above, but is away for a short time on your business; and

B. With respect to claims or "suits" caused by an "occurrence" within the "coverage territory" described in **A.3.** or **A.4.** above, the following conditions apply:

1. The coverage afforded hereunder shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

2. This insurance is not a substitute for "compulsory admitted insurance" in any jurisdiction described in **A.3.** or **A.4.** above, whether or not this insurance would qualify as "compulsory admitted insurance" in a given jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".

 Copyright, The Travelers Indemnity Company, 2003

You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage afforded by this endorsement, but we will only be liable to the same extent we would have been liable had you maintained "compulsory admitted insurance".

"Compulsory admitted insurance" means insurance that is:

a. Required to be in-force to satisfy the legal requirements of a given jurisdiction; and

b. Issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located.

3. In any jurisdiction where we may be prevented by law or otherwise from paying settlements on behalf of you or investigating or defending "suits" brought against you, the following will apply:

a. The provision of this Insuring Agreement reading "...we will pay..." in Part 1. of **COVERAGE A.** and **COVERAGE B.** (Section I – Coverages) is amended to read "...we will indemnify the insured...";

b. You must arrange to investigate, defend or settle any claim or "suit";

c. You will not make any settlement without our consent;

d. We will pay expenses incurred with our consent.

(In addition to **B.1.** and **B.2.** above, the following will apply in place of **B.3.** if indicated by an "**X**")

☒ **4.** With respect to claims or "suits" brought outside the United States of America (including its territories and possessions), Puerto Rico and Canada:

a. The provision of this Insuring Agreement reading "...we will pay..." in Part **1.** of **COVERAGE A.** and **COVERAGE B.** (Section I – Coverages) is amended to read "...we will indemnify the insured...";

b. You must arrange to investigate, defend or settle any claim or "suit";

c. You will not make any settlement without our consent;

d. We will pay expenses incurred with our consent;

e. We may, at our discretion, participate in the defense or settlement of any such claim or "suit".

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

Paragraph **4.b.** of CONDITIONS (Section IV) is amended as follows:

b. Excess Insurance

This insurance is excess over any of the other insurance; whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

(2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section I– Coverage A – Bodily Injury And Property Damage Liability; or

(5) That is valid and collectible insurance available to you if you are added as an additional insured under any other policy.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

Paragraph 4.b. of CONDITIONS (SECTION IV) is amended as follows:

b. Excess Insurance

This insurance is excess over any of the other insurance; whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

(2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I); or

(4) That is valid and collectible insurance available to you if you are added as an additional insured under any other policy.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Copyright, The Travelers Indemnity Company, 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED NEWLY ACQUIRED OR FORMED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Provisions:

SECTION II – WHO IS AN INSURED

4.a. is eliminated and replaced by the following:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

Copyright, The Travelers Indemnity Company, 1996.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS BROAD FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SCHEDULE

Name of Person or Organization (Vendor):

Any vendor with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

Your products:

Any of "your products"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

B. PROVISIONS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "vendor") shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty, or any distribution or sale for a purpose unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
   g. The sole negligence of the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Copyright, The Travelers Indemnity Company.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
   That part of any premises leased to you.

2. Name of Person or Organization (Additional Insured):
   Any manager or lessor of premises with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

3. Additional Premium: $ Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, The Travelers Indemnity Company, 1995
Includes copyrighted material of Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but:
   a. Only with respect to liability because of "bodily injury" or "property damage" arising out of "your work" for that additional insured performed by you or for you; and
   b. Subject to any limitations in the written contract regarding the scope of the additional insured status.

   This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract and then only for the period of time required by the contract, but in no event beyond the expiration date of the policy.
2. The Limits of Insurance provided to such additional insured shall be:
   a. The limits which you have agreed to provide; or
   b. The limits shown on the Declarations

   whichever is less.
3. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
4. This insurance does not apply on any basis:
   a. To any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. To any person or organization who distributes or sells "your products" in the regular course of its business.
   c. To any person or organization from whom you have acquired any products, or any ingredient, part or container, entering into, accompanying or containing such products.
   d. To any manager or lessor of premises with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you.
   e. To any lessor of leased equipment.
   f. To any architect, engineer or surveyor for injury or damage arising out of:
      (1) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      (2) Supervisory, inspection or engineering services.

Copyright, The Travelers Indemnity Company, 1996.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED – PARTNERSHIPS, JOINT VENTURES AND LIMITED LIABILITY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

SECTION II – WHO IS AN INSURED is amended as follows:

(1) **4.a.** is eliminated and replaced by the following:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

(2) The last paragraph is eliminated and replaced by paragraphs **5.** and **6.** as follows:

5. If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph **6.** below.

The insurance provided under this paragraph **5.** shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. Any partnership, joint venture or limited liability company shall be insured if:

(a) You are a 50% or more ownership partner or member thereof; and

(b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and

(c) You have reported to us in writing within ninety (90) days of the execution of such agreement.

Copyright, The Travelers Indemnity Company, 2004.
Includes copyrighted material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED – JOINT VENTURES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

SECTION II – WHO IS AN INSURED is amended as follows:

(1) 4.a. is eliminated and replaced by the following:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

(2) The last paragraph is eliminated and replaced by paragraphs **5.** and **6.** as follows:

5. If you are a partner or member of any partnership or joint venture not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or member thereof are not insureds, except as may be provided under paragraph **6.** below.

The insurance provided under this paragraph **5.** shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. Any partnership or joint venture shall be insured if:

(a) You are a 50% or more ownership partner or member thereof; and

(b) You have agreed in writing before loss to provide insurance for the partnership or joint venture; and

(c) You have reported to us in writing within ninety (90) days of the execution of such agreement.

Copyright, The Travelers Indemnity Company, 1995.
Includes copyrighted material of Insurance Services Office, Inc.

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SCHEDULE

Designated "Employee(s)" or "Volunteer Worker(s)":

All Employees.

B. PROVISIONS

1. Your "employees" designated in the Schedule above are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" designated in the Schedule above are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs **2.a.(1)(a)**, **(b)** and **(c)** and **3.a.** of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by this endorsement.
4. Subparagraph **2.a.(1)(d)** of SECTION II – WHO IS AN INSURED does not apply to the providing of or failing to provide professional health care services if such coverage is provided in an Incidental Medical Malpractice endorsement included in this policy.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – PERSONAL INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

A. The **Contractual Liability** Exclusion of Part **2.**, **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (**SECTION I – COVERAGES**) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

B. Subparagraph **f.** of the definition of "insured contract" (**SECTION V – DEFINITIONS**) is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – SPONSORED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. WHO IS AN INSURED (Section II) is amended to include as an insured:
   a. Any nonprofit athletic or social organization sponsored by you, with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to any limitations in the written contract regarding the scope of the additional insured status; or
   b. Any athletic or social organization you sponsor for your employees.
2. An organization will be deemed to be sponsored by you if:
   a. You provide it with financial support; or
   b. It promotes, with your knowledge and consent, its association with you.
3. The Limits of Insurance provided to such additional insured shall be:
   a. The limits which you have agreed to provide; or
   b. The limits shown in the Declarations

   whichever is less.
4. This insurance is excess over any valid and collectible insurance available to such additional insured in Part 1. above of this endorsement unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

Copyright, Travelers Indemnity Company, 1998

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
County of Morris, Department of Finance

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Alhambra
111 South First Street
Alhambra, CA 91801

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Fulton County GA
Department of Public Works
Attn: Paul Williams
141 Pryor Street
Atlanta, GA 30303

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Folsom, Department of Public Works Its Officers, Employees and Agents
50 Natoma Street
Folsom, CA 95630

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Thousand Oaks
Public Works Department
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362-2903

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

D.R. Horton, Inc. - New Jersey (dba SGS Communities), its Subsidiaries, and Affiliated Companies as Owner and General Contractor.

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Modern Continental and the MHD
600 Memorial Drive
Cambridge, MA 02139

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

 Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Hovnanian Enterprises, Inc., its subsidiaries and affiliated companies as owner and general contractor as additional insureds.

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

 Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

Any person or entity with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

Union Railroad Company
135 Jamison Lane
P O Box 68
Monroeville, PA 15146

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

003425

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

Transtar, Inc.
135 Jamison Lane
P O Box 68
Monroeville, PA 15146

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION--UNDISCLOSED EXPOSURES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

Your unintentional failure to disclose all exposures existing on the effective date of this policy for which coverage may exist under this policy will not be a reason by itself for us to deny coverage under this policy.

STATE APPLICABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT RELATED PRACTICES EXCLUSION:

CG F2 66 11 03 Applicable in the state of WA only.
CG F2 68 05 05 Applicable in the state of TX only.
CG D2 88 11 03 Applicable in all remaining states covered on this policy.

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. Revised Exclusion f.

Exclusion f. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) is deleted and replaced by the following:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or

(e) If any such discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location commences in whole or in part before the policy period. All discharges, dispersals, seepages, migrations, releases or escapes of "pollutants" at or from any premises, site or location shall be deemed to commence at the time of the initial discharge, release or escape.

(f) With respects to all landfill operations, if the "bodily injury" or "property damage" is included within the "products-completed operations hazard".

Subparagraphs (a) and (f) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraphs (a) and (d) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

Subparagraphs (a) (b) and (c) do not apply to "bodily injury" or "property damage" if:

(1) The discharge, release or escape of "pollutants is either:

i. At or from any premises, site or location, other than at or from an "underground storage tank", which is owned or rented or loaned to, or managed by you during the policy period; or

ii. From a pipe containing sewage; and

(2) The discharge, release or escape of "pollutants" commences both abruptly and unexpectedly during the policy period and ends within a period of 7 consecutive days after the initial discharge, release release or escape; and

(3) The discharge, release or escape of "pollutants" becomes known to the insured and reported in writing to us within (30) days from its abrupt and unexpected commencement; and

(4) The "bodily injury" or "property damage" arises only out of the discharge, release or escape of "pollutants" described in (1), (2) and (3) above.

(2) (This insurance also does not apply to) "Pollution Costs."

II. COVERAGE D. Limited Coverage for Pollution Cost

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "Limited Covered Pollution Costs" to which this insurance applies. We will have the right and duty to defend any "suit" seeking "Limited Covered Pollution Costs". We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

(1) The amount we will pay for "Limited Covered Pollution Costs" shall be included within, and not in addition to, the each occurrence limit because of all "bodily injury" and "property damage" arising out of any one "occurrence" the total amount we will pay for "Limited Covered Pollution Costs" shall be included within and not in addition to the limits set forth in limits of insurance (Section III), paragraphs 2. and 3., whichever is applicable; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlement under coverages A or B, medical expenses under coverage C, or "Limited Covered Pollution Costs" under coverage D. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under supplementary payments - coverage A, B and D.

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

b. This insurance applies to "Limited Covered Pollution Costs" only if:

(1) The "Limited Covered Pollution Costs" result from an "occurrence" that takes place in the "Coverage Territory"; and

(2) The same "occurrence" which results in "Limited Covered Pollution Costs" also caused "bodily injury" or "property damage" to which coverage A applies.

2. Exclusions

This insurance does not apply to:

a. "Limited Covered Pollution Costs" incurred by any person or organization other than the named insured shown in the declarations.

b. "Limited Covered Pollution Costs" which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have to pay "Limited Covered Pollution Costs" in the absence of the contract or agreement.

c. "Limited Covered Pollution Costs" if the "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is not covered under Coverage A.

3. Supplementary Payment - Coverages A and B is amended to read:

Supplementary Payments - Coverages A, B and D.

III. Additional Definitions

The following shall be to definitions (Section V):

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Limited Covered Pollution Costs" means any cost or expense arising out of:

a. Any request, demand or order that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants"; or

b. Any claim or "suit" by or on behalf of a governmental authority demanding that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants".

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

"Limited Covered Pollution Costs" shall not include:

i. Punitive or exemplary damages, or statutory or administrative fines or penalties; or

ii. Salaries or benefits paid to your employees, or

iii. Any cost or expense arising out of any request, demand or order that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants" situated on any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to you; or

IV. Any cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority demanding that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants" situated on any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to you.

"Pollution Costs" means any cost or expense arising out of:

a. Any request, demand or order that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or

b. Any claim or "suit" by or on behalf of a governmental authority demanding that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

"Underground Storage Tank" means any one or combination of tanks (including underground pipes connected thereto), the volume of which (including the volume of underground pipes connected thereto) is 10% or more beneath the ground surface or otherwise covered with earthen materials. Underground pipes means all underground piping, including but not limited to valves, elbows, joints, flanges and flexible connectors attached to a tank system.

EXCLUSION--ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

B. The Provision A. exclusion above does not apply to:

1. Water Testing Services performed by Belleville Lab; or

2. Any of your businesses not regulated as Public Utilities, including American Water Services and American Water Resources.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PROVISIONS

The definition of "property damage" in **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include loss of or damage to "electronic media and records".

As used in this definition, "electronic media and records" means:

a. Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;

b. Data stored on such media; or

c. Programming records for electronic data processing or electronically controlled equipment.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR – ALASKA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

i. War

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage. If "bodily injury" or "property damage" is caused by a chain of events and the dominant cause of such "bodily injury" or "property damage" is not otherwise excluded, we will not deny coverage on the basis that a secondary cause of the "bodily injury" or "property damage" is excluded under this insurance.

B. The following exclusion is added to Paragraph **2.**, **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions:

This insurance does not apply to:

War

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury. If "personal injury" or "advertising injury" is caused by a chain of events and the dominant cause of such "personal injury" or "advertising injury" is not otherwise excluded, we will not deny coverage on the basis that a secondary cause of the "personal injury" or "advertising injury" is excluded under this insurance.

Copyright, The Travelers Indemnity Company, 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION-- EXCEPTION FOR SCHEDULED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Activity(ies): All activities in the States of Massachusetts, New Hampshire, and New Jersey which do not generate revenue to any insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

(2) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood; or

(3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

Copyright, Insurance Services Office, Inc., 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISDELIVERY OF LIQUID PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion g. of COVERAGE A (Section I) does not apply to "bodily injury" or "property damage" arising out of:

1. The delivery of any liquid product into a wrong receptacle or to a wrong address; or
2. The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

Copyright, Insurance Services Office, Inc., 1984

003432

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – HAZARDS OTHERWISE INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

POLICY NUMBER(S)	INSURER(S)
TC2-SCPP-232D8498	ST. PAUL FIRE AND MARINE INSURANCE CO.

This insurance does not apply to "bodily injury," "property damage," "advertising injury" or "personal injury" for which insurance is provided under any policy shown in the Schedule or any renewal thereof or which would have been provided but for the exhaustion of the limits of liability of such policy.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** – is amended by adding the following additional exclusion:

   (This Insurance does not apply to:)

   "Bodily injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

2. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** – is amended by adding the following additional exclusion:

   (This insurance does not apply to:)

   "Personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

Copyright, The Travelers Indemnity Company, 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION – ELECTRONIC DATA PROCESSING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to COVERAGES A and B (Section I):

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any act, error or omission with respect to "electronic data processing services" rendered by, or that should have been rendered by:

1. The insured; or
2. Any person or organization:
   a. For whose acts, errors or omissions the insured is legally responsible; or
   b. From whom the insured assumed liability by reason of a contract or agreement.
3. "Electronic Data Processing Services" is defined as: "The processing, gathering, interpreting, and transmitting of electronic data for reference or decision making, and the relaying of instructions on how the decisions should be implemented."

Copyright, The Travelers Indemnity Company, 1996.
Includes copyrighted material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

i. War

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

B. The following exclusion is added to Paragraph **2.**, **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions:

This insurance does not apply to:

War

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

Copyright, The Travelers Indemnity Company, 2002

003434

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The definition of "pollutants" in Section V – DEFINITIONS of this Coverage Part or any endorsement thereto is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Without limiting the foregoing, "pollutants" includes any such irritant or contaminant whether or not it has or had any function in your business, operations, premises, site or location, including without limitation, gasoline, fuels, lubricants and their respective additives, petroleum or petroleum derivatives. Waste includes materials to be recycled, reconditioned or reclaimed.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
CATASTROPHE UMBRELLA POLICY

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The definition of "pollutants" in Section **V** – DEFINITIONS of this Coverage Part or any endorsement thereto is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Without limiting the foregoing, "pollutants" includes any such irritant or contaminant whether or not it has or had any function in your business, operations, premises, site or location, including without limitation, gasoline, fuels, lubricants and their respective additives, petroleum or petroleum derivatives. Waste includes materials to be recycled, reconditioned or reclaimed.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. With regard to liability for Bodily Injury, Property Damage, Personal Injury and Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

B. Paragraph **2.d.** of **Section I – Coverage B – Personal And Advertising Injury** is replaced by the following:

2. Exclusions

This insurance does not apply to:

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **e.** of Coverage **A** – Bodily Injury And Property Damage Liability (Section **I** – Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **e.** is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to an "employee" of the insured arising out of and in the course of:
   - **a.** Employment by the insured; or
   - **b.** Performing duties related to the conduct of the insured's business; or
2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

B. Paragraphs **2.a.(1)(a)**, **(b)** and **(c)** of Section **II** – Who Is An Insured apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **2.a.(1)** of **Section II – Who Is An Insured** is replaced with the following:

2. Each of the following is also an insured:
   - **a.** Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
     - **(1)** "Bodily injury" or "personal injury" or "advertising injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
       - **(b)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
       - **(c)** Arising out of his or her providing or failing to provide professional health care services.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – DEFINITION OF METATAG

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **Section V – Definitions**:

"Metatag" means hidden or embedded text or code that is not seen by persons viewing the web site, but that operates to attract search engines to that site.

B. Exclusion **k.** under paragraph **2.** of **Section I – Coverage B – Personal And Advertising Injury** is replaced by the following:

2. Exclusions

This insurance does not apply to:

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or "metatag", or any other similar activities that mislead another's potential customers.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1.a.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. Paragraph **1.a.** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** and **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

C. The following is added as Paragraph **e.** to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition (Paragraph **2.** of Section **IV – Commercial General Liability Conditions**):

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. The definition of "loading or unloading" in the **Definitions** Section does not apply.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **(1)(a)** and **(b)** of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

B. The following exclusion is added to Paragraph **2., Exclusions** of **Coverage B – Personal And Advertising Injury Liability (Section I – Coverages)**:

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **(1)(a)** and **(b)** of this exclusion do not apply if such "personal injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1.a.** of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**. However, using up the Medical Expense Limit does not end our right and duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. Paragraph **1.a.** of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is replaced with the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**. However, using up the Medical Expense Limit does not end our right and duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUERTO RICO CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Wherever this Coverage Part requires any person to send any written material to us, such material may be sent directly to us or through any one of our authorized representatives.

B. The failure to give us prompt written notice of any "occurrence," offense, claim or "suit" or to send us copies of any demand, notice, summons or other legal papers received will not invalidate any claim made by the insured or free us from any responsibility in any "suit" if it can be shown not to have been reasonably possible to give the notice or forward the documents immediately, and that notice was given or the documents were sent as soon as reasonably possible.

C. Paragraph 3., LEGAL ACTION AGAINST US (Section IV – Commercial General Liability Conditions) applicable to any coverage afforded with respect to "occurrences" or offenses in Puerto Rico is replaced by the following:

No person or organization can sue us until the insured has fully complied with all of the terms of this Coverage Part.

D. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Coverage Part by mailing to us advance written notice of cancellation.
2. We may cancel this Coverage Part by mailing to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail our notice to the last address the first Named Insured has informed us of in writing or, otherwise, to the address shown in this Coverage Part.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. Any refund will be made within 15 days of a request by the first Named Insured for a refund; otherwise any refund will be made within 90 days of the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
6. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS AND OKLAHOMA CHANGES TRANSFER OF RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.

Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CONTRACTUAL LIABILITY EXCLUSION AND SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.b.** of **Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

B. Section **I – Supplementary Payments – Coverages A And B** is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears

Copyright, Insurance Services Office, Inc., 1997

003440

to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The paragraph relating to prejudgment interest in **Supplementary Payments** Section I is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

B. With respect to the Duties Condition Section **IV**:

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of Paragraph **2.b.** is deleted.

3. The reference to Paragraph **d.** is amended to read Paragraph **e.**

4. The following is added:

d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

© ISO Properties, Inc., 2003

003441

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph **2.a.** of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.

b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance is Used Up.

a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

(1) General Aggregate Limit (other than the Products–Completed Operations Aggregate Limit);

(2) Products–Completed Operations Aggregate Limit;

(3) Personal and Advertising Injury Limit;

(4) Each Occurrence Limit; or

(5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

(1) We will notify the first Named Insured, in writing, as soon as practicable, that:

(a) Such a limit has actually been used up; and

(b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

(1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or

(2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

Copyright, Insurance Services Office, Inc., 1991

003442

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES—MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1.a.** of **Coverage C. Medical Payments** is replaced with the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period:

(2) The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

Paragraph **5.b.** of **Section IV – Conditions** is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

© ISO Properties Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES – PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

Paragraph **5.b.** of **Section IV – Conditions** is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is 30 days from the date of the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – DUTIES CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE **CG 04 35**
LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT **CG 04 36**
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PERSONAL INJURY LIABILITY ENDORSEMENT **CG 28 05**
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The following is added to the Duties Condition:

The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4. of Section II – Who Is An Insured is replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

Copyright, The Travelers Indemnity Company, 2000
Includes Copyrighted Material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – INSURED CONTRACT

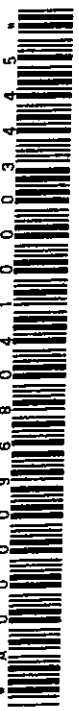
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to COMMERCIAL GENERAL LIABILITY DEFINITIONS (Section V):

The definition of "Insured contract" is amended to add the following:

"Insured contract" does not include your liability to a third party by reason of a Claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if you have that liability because you have waived, in a contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act.



Copyright, The Travelers Indemnity Company, 2003

EMPLOYEE BENEFITS LIABILITY

003446

EMPLOYEE BENEFITS LIABILITY

ST PAUL TRAVELERS

One Tower Square, Hartford, Connecticut 06183

EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-GLSA-260T3317-TIL-06
ISSUE DATE: 01-31-06

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 01-01-06 to 01-01-07 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE

Employee Benefits Liability Coverage Form	Limits of Insurance
Aggregate Limit	$ 1,000,000
Each Employee Limit	$ 1,000,000

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: CORPORATION

4. RETROACTIVE DATE:

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: 01-01-1970

5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII – DEFINITIONS:

* SEE ENDTS CG D3 55 & CG T8 81

6. DEDUCTIBLE:

$ * EACH EMPLOYEE

7. PREMIUM COMPUTATION:

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
		$ INCL	$

8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

TABLE OF CONTENTS

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM CG T1 01 CLAIMS MADE

SECTION I--COVERAGES

Beginning on Page

Employee Benefits Liability Coverage
- Insuring Agreement 1
- Exclusions 1

Supplementary Payments 2

SECTION II--WHO IS AN INSURED 2

SECTION III--LIMITS OF INSURANCE 2

SECTION IV--DEDUCTIBLE 3

SECTION V--EMPLOYEE BENEFITS LIABILITY CONDITIONS 3

- Bankruptcy 3
- Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage 4
- Duties in The Event of Act, Error or Omission 3
- Legal Action Against Us 4
- Other Insurance 4
- Premium Audit 4
- Representations 4
- Separation of Insureds 4
- Transfer of Rights of Recovery Against Others To Us 4

SECTION VI--EXTENDED REPORTING PERIODS 4

SECTION VII--DEFINITIONS 5

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII – DEFINITIONS.

SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error, or omission must be committed in the "administration" of your "employee benefit program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE:

(2) We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result: and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

b. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the policy period.

(1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.

(2) All claims for damages sustained by any one employee, including the employee's dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;

b. "Bodily injury" or "property damage" or "personal injury";

c. Loss arising out of failure of performance of contract by any insured;

d. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";

e. Any claim or suit based upon:

(1) failure of any investment to perform as represented by any insured, or

(2) advice given to any person to participate or not to participate in any plan included in the "employee benefit program";

f. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;

g. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended; or

h. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insured's act, error or omission in administering the plan which precluded the claimant from receiving such benefits.

3. **Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

d. All costs taxed against the insured in the "suit."

e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured.

c. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insureds, but only with respect to their liability as your directors or stockholders.

2. Each of the following is also an insured:

a. Each of your partners, executive officers and employees who is authorized to administer your "employee benefit program."

b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire, or form the organization or the end of the policy period, whichever is earlier:

b. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits."

d. Acts, errors or omissions which result in loss; or

e. Plans included in your "employee benefit program";

2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEDUCTIBLE

1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in Item 6 of the Declarations as applicable to "Each Employee." The limits of insurance applicable to "Each Employee" will be reduced by the amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.

2. The deductible amount stated in the Declarations applies to all damages sustained by an employee because of an act, error or omission covered by this insurance.

3. The terms of this insurance, including those with respect to:

   a. Our right and duty to defend any "suits" seeking those damages; and

   b. Your duties in the event of an act, error or omission claim, or suit apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In the Event Of Act, Error or Omission, Claim or Suit.**

   a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:

      (1) What the act, error or omission was and when it occurred.

      (2) The names and addresses of any employees who may suffer damages as a result of the act, error or omission.

      Notice of an act, error or omission is not notice of a claim.

   b. If a claim is received by any insured you must:

      (1) Immediately record the specifics of the claim and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damage to which this insurance may also apply.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us.**

   No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance.

This insurance is primary except when paragraph 4. of Section VI – Extended Reporting Periods applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against who claim is made or "suit" is brought.

8. **Transfer of Rights of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage:**

The following conditions also apply to this Coverage Part:

All conditions relating to cancellation, non-renewal, renewal, and reduction or deletion of coverage which would apply to a Commercial General Liability Coverage Part attached to this policy.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide an automatic Extended Reporting Period as described in paragraph 3. or, if you

purchase it, an Extended Reporting Period Endorsement as described in paragraph 4, only if:

a. This Coverage Part is cancelled or not renewed for any reason; or

b. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.

2. If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of INSURING AGREEMENT – SECTION I:

(3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.

3. The automatic Extended Reporting Period will be for 60 days, starting with the end of the policy period of this policy.

This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.

This automatic Extended Reporting Period may not be cancelled.

4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

a. Makes a written request for it which we receive within 60 days after the end of the policy period; and

b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

5. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limits of Insurance available under this Coverage Part for future payment of damages; and

d. Other related factors.

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

SECTION VII – DEFINITIONS

1. "Administration" means:

a. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting or terminating any employee's participation in a plan included in the "employee benefit program."

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

4. "Employee" means your officers, partners and employees whether actively employed, disabled or retired.

5. "Employee benefit program" means the following plans:

a. Group life insurance, group accident or health insurance, "profit sharing plans," pension plans and "stock subscription plans," provided that no one other than an employee may subscribe to such insurance or plans;

b. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

c. Any other similar plan designated in the Declaration or added thereto by endorsement.

6. "Personal injury" means injury other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

7. "Profit sharing plans" mean only such plans that are equally available to all full time employees.

8. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured.

9. "Stock subscription plans" mean only such plans that are equally available to all full time employees.

10. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED NEWLY ACQUIRED OR FORMED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

Provisions:

SECTION II – WHO IS AN INSURED

3.a. is eliminated and replaced by the following:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

Copyright, The Travelers Indemnity Company, 1996.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This coverage part is amended as follows:

1. Under Section I – EMPLOYEE BENEFITS LIABILITY COVERAGE–Exclusion 2.c. is amended to read as follows:

   c. Loss arising out of failure of performance of contract by any insurer;

2. Under Section II – WHO IS AN INSURED–Item 1.b. is replaced by the following:

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – IRC VIOLATIONS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This insurance does not apply to:

a. Taxes, fines, or penalties imposed under the Internal Revenue Code or any similar state or local law; or

b. Loss or damages arising out of the imposition of such taxes, fines or penalties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – IRC VIOLATIONS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This insurance does not apply to:

a. Any taxes, fines, interest, penalties or other cost imposed under, or resulting from, any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law; or

b. Any expense, loss or damages (i) arising out of the imposition of such taxes, fines, interest, penalties or other charges or (ii) resulting from any provision of the Internal Revenue Code of 1986, as amended.

Copyright, The Travelers Indemnity Company, 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION--C.O.B.R.A.

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS:

This insurance does not apply to damages arising out of an insured's failure to comply with Section 162 (k) of the Internal Revenue Code of 1954, as amended, that results in:

a) Pursuant to Section 162 (i) (2) of the Internal Revenue Code of 1954, as amended, the denial of tax deductions for employer contributions to any group health plan maintained by such employer; or

b) Pursuant to Section 106 (b) of the Internal Revenue Code of 1954, as amended, the inclusion in the gross income of an employee of the amount contributed by an employer on the employee's behalf to a group health plan maintained by such employer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSION-- EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This insurance does not apply to loss arising out of:

1. The wrongful termination of an employee;
2. The coercion, demotion, reassignment, discipline, or harassment of an employee;
3. Discrimination against an employee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION–DAMAGES UNDER CERTAIN EMPLOYEE BENEFIT PROGRAMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. This insurance does not apply to damages arising out of the providing of employee benefits to a "highly compensated employee," "key employee," "principal shareholder or owner," or other employee for whom benefits are limited which cause an "employee benefit program" to fail any applicable discrimination requirement set forth in the Internal Revenue Code of 1986, as amended, which failure results in:
   a. The denial of tax deductions for employer contributions to any discriminatory "employee benefit program" maintained by such employer; or
   b. The inclusion in the gross income of a "highly compensated employee" or "key employee" of an amount contributed by an employer on that employee's behalf to an "employee benefit program" maintained by that employer.
2. This insurance does not apply to damages arising out of the disqualification of an "employee benefit program" or any other employer provided benefit plan or arrangement for favorable treatment under the Internal Revenue Code of 1986, as amended, or the regulations thereunder.

As used in this endorsement:

"Highly compensated employee" has the meaning given such term by Sections 105(h)(5), 125(e)(1) or 414(q) of the Internal Revenue Code of 1986, as amended, as applicable.

"Key employee" has the meaning given such term by Section 416(i)(1) of the Internal Revenue Code of 1986, as amended.

"Principal shareholder or owner" has the meaning given such term by Section 129(d)(4) of the Internal Revenue Code of 1986, as amended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The following exclusion is added to Paragraph 2. Exclusions of SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE:

This insurance does not apply to fines, penalties, punitive or exemplary damages.

Copyright, The Travelers Indemnity Company, 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISION – TEXAS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY POLICY
CEMETERY LIABILITY POLICY
MORTICIANS' PROFESSIONAL LIABILITY POLICY
BARBER SHOP/BEAUTY PARLOR MALPRACTICE LIABILITY POLICY

PROVISIONS

The Cancellation provision contained in the Common Policy Conditions of this policy is deleted in its entirety and the following Cancellation provision will apply:

A. CANCELLATION

1. You may cancel this policy by notifying us:
   a. Upon return of the policy, we will refund the unearned paid premium.
   b. The unearned paid premium will be determined on the applicable short rate procedures.
2. Except as provided in 3. below, we may not cancel this policy after the 60th day following the effective date of this policy.
3. We may cancel this policy at any time during the term of this policy for the following reasons:
   a. Fraud in obtaining coverage;
   b. Failure to pay premiums when due;
   c. An increase in hazard within your control which would produce an increase in rate;
   d. Loss of our reinsurance covering all or part of the risk covered by this policy; or
   e. Us being placed in supervision, conservatorship or receivership, if the cancellation or nonrenewal is approved or directed by the supervisor, conservator or receiver.
4. We must deliver or mail to you (the first-named insured) under this policy, at the address shown on this policy, written notice of cancellation of this policy not less than the 10th day before the date on which the cancellation takes effect.
5. At your option, we must renew this policy, unless we deliver or mail to you (the first-named insured) written notice of the nonrenewal of this policy at the address shown on this policy. The notice must be delivered or mailed not later than the 60th day before the date on which this policy expires. If notice is delivered or mailed later than the 60th day before the date on which this policy expires, the coverage shall remain in effect until the 61st day after the date on which the notice is delivered or mailed.

   Earned premium for any period of coverage that extends beyond the expiration date of this policy shall be computed pro rata based on the rate charged for this expired policy.

   The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.
6. In notice to you relating to cancellation or refusal to renew, we must state the reason for the cancellation or nonrenewal.
7. We may not cancel or refuse to renew this policy based solely on the fact that you (the first-named insured) or any other policyholders are elected officials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – NEBRASKA EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. Under SECTION VI – EXTENDED REPORTING PERIODS – Item 1 is amended by adding the following items:
   - **c.** We renew or replace this Coverage Part with other insurance that has lower LIMITS OF INSURANCE.
   - **d.** We renew or replace this Coverage Part with other insurance with a rate increase of greater than 35%, exclusive of increase due to claims-made multiplier.
2. Under SECTION VI – EXTENDED REPORTING PERIODS:
   - **a.** The first sentence of item 4. is amended to read as follows:

     if you purchase the Extended Reporting Period Endorsement, the Extended Reporting period will be for six years, starting with the end of the policy period of this policy.
   - **b.** Item 4.a. is amended to read as follows:
     - **a.** **(i)** Makes a written request for it which we receive within 60 days after the end of the policy period; or
     - **(ii)** With respect to an Extended Reporting Period Endorsement requested subsequent to a rate increase as described in item 1.d. of this Section, makes a written request for it which we receive within 30 days after receipt of complete renewal pricing or within 60 days after the end of the policy period whichever is later; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT – NORTH CAROLINA

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS:

1. We will also consider a claim to have been first made when we receive first notice during the policy period of a negligent act, error or omission in the "administration" of your "employee benefits program."

   This only applies if:

   (a) We receive the notice from an insured or from the party seeking damages;

   (b) The insured has reasonable knowledge that a negligent act, error or omission has occurred; and

   (c) The information we receive includes the name and address of the party who may suffer damages and a specific description of the loss or damage which may result.

2. SECTION IV – DEDUCTIBLE – is amended by replacing provision 1. with the following:

   1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in item 5 of the Declarations as applicable to "Each Employee." The "Aggregate Limit" and the "Each Employee Limit" shall not be reduced by the application of such deductible amount.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

The following additional conditions applies:

10. Your Right to Claim and Act, Error or Omission Information.

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding employee benefits liability claims-made coverage part we have issued to you during the previous three years:

a. A list or other record of each act, error or omission not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of this Section. We will include the date and brief description of the act, error or omission if that information was in the notice we received.

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. We will provide this information within 45 days of receipt of the request.

We compile claim and act, error or omission information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT--MARYLAND (CONFORMITY TO STATUTE)

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The terms of the Employee Benefits Liability Coverage Part which are in conflict with the statutes of the State of Maryland are hereby amended to conform to such statutes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT – NEW YORK

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. Under SECTION VII – DEFINITIONS – paragraph 5.b. of the definition of "employee benefit program" is deleted.
2. The following is added to Condition 2. of CONDITIONS (Section V):

   (e.) Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
3. Under SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE Provision 1. Insuring Agreement – is amended by adding the following:

   Our right and duty to defend apply even if any of the allegations of the suit are groundless, false or fraudulent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES – EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

A. SCHEDULE

Attorney's Fees for a Judgement of $ N/A

Additional Premium $ N/A

B. PROVISIONS

In any suit we defend in Alaska, our obligation under SUPPLEMENTARY PAYMENTS to pay all costs taxed against the insured is amended by the following:

1. We will pay attorney's fees awarded as costs up to an amount no greater than allowed for the prevailing party's attorney's fees under Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.
2. However, if a premium and a judgment amount are shown in the Schedule or in the Declarations, we will pay, instead of the attorney's fees provided in paragraph 1. above, attorney's fees awarded as costs up to the amount allowed for the prevailing party's attorney's fees under Civil Rule 82 for the judgment amount shown in the Schedule or in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES--DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT--EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The following is added to Condition 2. of CONDITIONS (Section V):

e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES--PREJUDGMENT INTEREST--EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS – EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Conditions is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES--PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The paragraph in the SUPPLEMENTARY PAYMENTS section relating to prejudgment interest is replaced by the following:

(1) Prejudgment interest awarded against you on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or

(2) If paragraph (1) above does not apply, prejudgment interest awarded against you on that part of the judgment we pay.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES--DUTY TO DEFEND--EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to paragraph 1.a. (3) of EMPLOYEE BENEFITS LIABILITY COVERAGE (Section I):

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragaraph of 1. Insuring Agreement of COVERAGE (Section I):

   Damages include prejudgement interest awarded against the insured.

3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – VIRGINIA EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. The following additional provision applies to SECTION VI – EXTENDED REPORTING PERIODS:

   6. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this Coverage Part applies, except to the extent described as follows:

      If the optional Extended Reporting Period is in effect, we will provide the separate aggregate limits of insurance described below, but only for claims first received and recorded during the optional Extended Reporting Period.

      The separate aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

      Paragraphs 2. and 3. of SECTION III – LIMITS OF INSURANCE will be amended accordingly.

2. Under SECTION VI – EXTENDED REPORTING PERIODS – item 1 is amended by adding the following item:

   c. We renew or replace this Coverage Part with other insurance that does not apply on a claims-made basis.

3. Under Section VI – EXTENDED REPORTING PERIODS – the first sentence of item 4 is amended to read as follows:

   If you purchase the Extended Reporting Period Endorsement, the Extended Reporting period will be for three years, starting with the end of the policy period of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT–FLORIDA EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. The following additional provision applies to SECTION VI–EXTENDED REPORTING PERIODS:

   6. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this Coverage Part applies, except to the extent described as follows:

      If the optional Extended Reporting Period is in effect, we will provide the separate aggregate limits of insurance described below, but only for claims first received and recorded during the optional Extended Reporting Period.

      The separate aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

      Paragraphs 2. and 3. of SECTION III–LIMITS OF INSURANCE will be amended accordingly.

2. Under SECTION VI–EXTENDED REPORTING PERIODS–the first sentence of item 4 is amended to read as follows:

   If you purchase the Extended Reporting Period Endorsement, the Extended Reporting period will be for three years, starting with the end of the policy period of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT – MARYLAND

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The following additional items apply to SECTION VI – EXTENDED REPORTING PERIODS:

6. The Optional Extended Reporting Period endorse- ment in items 4 and 5 above is for a term of one year. The first Named Insured may also request the Special Optional Extended Reporting Period Endorsement which is of unlimited duration. We will issue that Endorsement if the first Named Insured shown in the Declarations:
   a. Makes a written request for it which we receive within 60 days after the end of the policy period;
   b. Promptly pays the additional premium when due; and
   c. The account meets our underwriting requirements.

   The Special Optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.

   If the Special Optional Extended Reporting Period Endorsement is issued paragraph 4.a. of SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) is amended so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

   We will determine the actual premium for the Special Optional Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured:
   b. Previous types and amounts of insurance;
   c. Limits of Insurance available under this Coverage Part for future payment of damages; and
   d. Other related factors.

   The premium for the Special Optional Extended Reporting Period Endorsement will be fully earned when the Endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – UTAH EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

SECTION VI – EXTENDED REPORTING PERIODS – is amended by replacing the last paragraph of item 5 with the following:

"The premium for the Extended Reporting Period Endorsement will not exceed 100% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect."

MULTIPLE SUBLINE ENDORSEMENTS

003464

MULTIPLE SUBLINE ENDORSEMENTS

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
[OTHER COVERAGES AS AGREED TO BY YOU AND US]

Deductible Liability Insurance Endorsement CG D3 55 02 05, CG D3 55 09 05 and CG T8 81 09 05 SCHEDULE, to read as follows

SCHEDULE

1. Deductible Amount for all coverages is $_1,000,000_ Each Occurrence (Commercial General Liability ("CGL")-Coverage A), or Offense (CGL-Coverage B), or Act, Error or Omission (Employee Benefits Liability ("EBL"), or Employee (EBL), or Each Common Cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement. The Deductible Amount applies (option that applies is indicated by "x"):

   a. ___ To combined damages and "ALAE"; or
   b. ___ Separately to damages and "ALAE"; or
   c. ___ To damages only. You will reimburse us for the total amount of "ALAE" if the amount of damages is equal to or less than the Deductible Amount. If the amount of damages is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total damages payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   d. _X_ To damages only, with "ALAE" reimbursed by you for the total amount of expense regardless of the Deductible Amount.

2. Aggregate Deductible Limit $ _____
   It is adjusted based on: (option that applies is indicated by "x")
   a. ___ Negotiated rate of _____ per _____
      (enter rate) (enter exposure base)

      But in no event less than $ _____, or
      (dollar amount)
   b. ___ Negotiated percentage of Standard Premium _____
      (enter percentage of Standard Premium)
      But in no event less than $ _____, or
      (dollar amount)
   c. _X_ No Aggregate Deductible Limit applies.

3. Claims Handling and other associated expenses:
   a. Claim Handling is (options that apply are indicated by "x")
      i. ____ reimbursed by you as a percentage charge for each claim; percentage charge: _____; or

DEDUCTIBLE LIABILITY INSURANCE

ii. __X__ reimbursed by you as a flat charge for each claim: flat charge per claim $ 895 Products and Other than Products (limit of five (5) claimants per claim) / $75 Incident only ; or

iii. ____reimbursed by you as a flat charge against the policy; flat charge $ _____.

b. Charges other than Claim Handling are: (option that applies is indicated by "x")

i. ____ reimbursed by you at a rate of _____ times exposure base of _____ per _____; or

ii. _X___ reimbursed by you as a flat charge of __0_____ against the policy.

4. Maximum Loss Content (Applicable only if 2.c. of this Schedule is selected) (option that applies is indicated by "x")

a. _X___ Negotiated rate of 8.4181 per 100 of Audited WC Payroll
(enter rate) (enter exposure base)
Excluding Monopolistic Payroll

But in no event less than $ __0_____, or
(dollar amount)

b. ____ Negotiated percentage of Standard Premium _____
(enter percentage of Standard Premium)
But in no event less than $ _____.
(dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2N-UB-121D3206, TRJ-UB-121D3218, TC2J-CAP-260T3298, TC2E-CAP-822K5929

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
[OTHER COVERAGES AS AGREED TO BY YOU AND US]

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense" under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense" incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or act, error or omission (EBL) or employee (EBL) or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of suits, and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, act, error or omission or employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") encompass the following costs of a carrier which can be directly allocated to a particular claim:
   a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;
      (5) Copies of documents such as birth and death certificates, medical treatment records;
      (6) Arbitration fees;

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim;

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses if the cost of such nurses is not included in losses, for services which are conducted as part of handling of a claim;

(9) Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

(1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

(2) Hospital and other treatment utilization reviews, including precertification/ preadmission, concurrent or retrospective reviews.

(3) Preferred Provider Network/Organization expenses.

(4) Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

e. The following Supplementary Payments:

(1) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

(4) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

(5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

(6) All costs taxed against the insured in the "suit".

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

c. Expenses which are defined as either an indemnity or medical loss.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The aggregate will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions.

SCHEDULE

SEE ENDORSEMENT CG T8 01

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
(OTHER COVERAGES AS AGREED TO BY YOU AND US)

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense", as well as Medical Payments under Coverage C ("medical expenses") and "limited covered pollution costs" (if applicable) under Coverage D under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense", as well as medical expenses and "limited covered pollution costs" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense", "limited covered pollution costs" and medical expenses incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or employee (EBL), or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of "suits", and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:
   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;

© 2005 The St. Paul Travelers Companies, Inc.

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage Part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages or medical expenses or "limited covered pollution costs" (if applicable) within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" and medical expenses and "limited covered pollution costs" (if applicable) within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance

© 2005 The St. Paul Travelers Companies, Inc.

with the cancellation conditions, as permitted by law.

SCHEDULE

SEE ENDORSEMENT CG T8 01

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
(OTHER COVERAGES AS AGREED TO BY YOU AND US)

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense", as well as Medical Payments under Coverage C ("medical expenses") and "limited covered pollution costs" (if applicable) under Coverage D under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense", as well as medical expenses and "limited covered pollution costs" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense", "limited covered pollution costs" and medical expenses incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or employee (EBL), or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of "suits", and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:
   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;

© 2005 The St. Paul Travelers Companies, Inc.

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage Part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages or medical expenses or "limited covered pollution costs" (if applicable) within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" and medical expenses and "limited covered pollution costs" (if applicable) within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

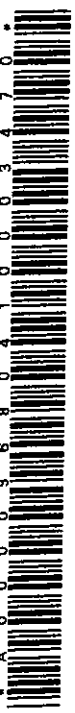
10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

© 2005 The St. Paul Travelers Companies, Inc.

SCHEDULE

SEE ENDORSEMENT CG T8 01



© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Provisions

1. Injury, damage or loss might be covered by this policy and also by other policies issued to you by us or any Travelers affiliate. When these other policies contain a provision similar to this one, the amount we will pay is limited. The maximum that we will pay under all such policies combined is the highest limit that applies in any one of these policies.
2. This does not apply to any personal liability policy or to any Umbrella, Excess or Protective Liability Policy.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **b.** of the **Premium Audit** Condition **(Section IV)** is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The **Legal Action Against Us** Condition (Section **IV** – Conditions) is replaced by the following:

Legal Action Against Us

A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS

This endorsment modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

   a. Exists at the time of the loss; and

   b. Either increases the risk at the time of the loss or contributes to the loss.

   The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

   In the event of any payment under this Coverage Part, we will be entitled to the insureds rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

   Any provision of this policy (including endorsments which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

   The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. § 227.11(2) and published in the Wisconsin Adminstrative Code.

Copyright, Insurance Services Office, Inc., 1984, 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph **1.a.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

B. The following is added as the final full paragraph of Paragraph **1.**, **Insuring Agreement** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:

Damages include prejudgment interest awarded against the insured.

C. Paragraph **1.f.** dealing with prejudgment interest in Section **I – Supplementary Payments – Coverages A And B** is deleted.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Any Condition titled:

Duties In the Event of Occurrence, Offense, Claim or Suit

Duties in the Event of Occurrence, Claim or Suit

Duties in the Event of Injury, Claim or Suit

Duties in the Event of A Pollution Incident, Claim or Suit

Insured's Duties in the Event of a Loss

Duties in the Event of An Underground Storage Tank Incident

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us."

B. The Legal Action Against Us Condition does not apply.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
   a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
   b. For a reason other than nonpayment of premium, we will mail the notice at least:
      (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
      (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The policy was obtained through a material misrepresentation;
   c. Any insured has violated any of the terms and conditions of the policy;
   d. The risk originally accepted has measurably increased;
   e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
   f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2004

003474

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this Coverage Part by mailing to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written For More Than One Year

(1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph **6.** of the **Cancellation** Common Policy Condition is replaced by the following:

A certificate of mailing will be proof of mailing and sufficient proof of notice.

D. The following condition is added and supersedes any provisions to the contrary:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:

a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;

© ISO Properties, Inc., 2003

b. We have indicated our willingness to renew this Coverage Part to you or your representative;

c. You have notified us or our agent that you do not want to renew this Coverage Part; or

2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

A certificate of mailing will be proof of mailing and sufficient proof of notice.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

B. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us Condition** under **Section IV – Commercial General Liability Conditions**:

Our rights do not apply against any person or organization insured, under this or any other Coverage Part we issue, with respect to the same "occurrence".

Copyright, Insurance Services Office, Inc., 1997

DD3478

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – MULTI-YEAR POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Common Policy Conditions:

G. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

Copyright, Insurance Services Office, Inc., 1987, 1990

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than $25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than $300,000.

However, the Association will not:

(1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or

(2) Return to an insured any unearned premium in excess of $25,000.

These limitations have no effect on the coverage we will provide under this policy.

© ISO Properties, Inc., 2004

003477

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The **Transfer Of Rights Of Recovery Against Others To Us** Condition **Section IV – Conditions** is replaced by the following:

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization, and the insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the insured's right to be fully compensated.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

© ISO Properties, Inc., 2004

INTERLINE ENDORSEMENTS

003479

INTERLINE ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

PROVISIONS

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of *"Insured Losses"* caused by certain *"Acts of Terrorism"* (each as defined in the Act).

In the event of an *Insured Loss,* each *"Insurer"* (as defined in the Act) is responsible for a deductible of one percent (1%) of its *"Direct Earned Premium"* (as used in the Act) for the calendar year 2001 for *Insured Losses* occurring from November 26, 2002 through December 31, 2002; seven percent (7%) of its *Direct Earned Premium* for the calendar year 2002 for *Insured Losses* occurring during calendar year 2003; ten percent (10%) of its *Direct Earned Premium* for the calendar year 2003 for *Insured Losses* occurring during calendar year 2004; or fifteen percent (15%) of its *Direct Earned Premium* for the calendar year 2004 for *Insured Losses* occurring during calendar year 2005. The Federal Government's share of compensation for *Insured Losses* in each year is 90% of the amount of *Insured Losses* in excess of each *Insurer's* deductible for that year. The *Insurer* is responsible for the payment of the remaining 10% of *Insured Losses.* In no event, however, will the Federal Government or any *Insurer* be required to pay any portion of the amount of aggregate *Insured Losses* occurring in any one year that exceeds $100,000,000,000, provided that such *Insurer* has met its deductible.

As a requirement of the Act, *Insurers* must make available *"Property and Casualty Insurance"* (as defined in the Act) coverage for *Insured Losses* that does not differ materially from the terms, amounts and other coverage limitations that apply to losses arising from events other than *Acts of Terrorism.* In other words, a loss will not be excluded just because it was caused by an *Act of Terrorism;* conversely, a loss will not be covered just because it was caused by an *Act of Terrorism.* The Act also requires *Insurers* to disclose to policyholders the premium charge for providing such terrorism coverage.

Please note that this Coverage Part does not contain an exclusion that specifically excludes coverage for *Insured Losses.* The charge for this exposure is included in the Coverage Part premium indicated in your policy. The charge that has been included for this Coverage Part is:

- **1% of each applicable Commercial Liability Coverage premium.**

Copyright, St. Paul Travelers, 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
ENVIRONMENTAL HAZARD POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© Travelers Indemnity Co., 2003
Incorporates material © ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The Insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

Copyright, Insurance Services Office, Inc., 1997

003481

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

   (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

   (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

   (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

   (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

   (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

   (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

   (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

   (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties;

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material";

   "Source material", "special nuclear material," and "by-product material" have the meanings given

© ISO Properties, Inc., 2001

them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

© ISO Properties, Inc., 2001

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel," or **(3)** handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage:"

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

      (1) The "nuclear material" (a) is at any "nuclear facility" owned by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" include radioactive, toxic or explosive properties;

   "Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

Copyright, Insurance Services Office, Inc., 1983, 1984

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 1983, 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

   "Source material", "special nuclear material", and "by-product material" have the meanings given

© ISO Properties, Inc., 2001

them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union under Vermont law.

B. Under the Commercial Auto Coverage Part, the term "Family member" is replaced by the following:

"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

© ISO Properties, Inc., 2000

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Attorney's Fees
for a Judgment of $ N/A

Additional Premium $ N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – STATUTORY LIABILITY

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUEST'S PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUEST'S PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
FARM COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. In addition to paying and satisfying judicial judgments rendered against you* in consequence of claims to which this Coverage Part applies, we will protect you* against the levy of executions issued on such judgments or claims against you*.

B. We may, without your* consent, continue litigation after a judgment has been rendered with respect to your* legal liability under this Coverage Part for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.

C. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this Coverage Part must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:

1. Judicial judgment; or
2. An agreement between the parties involved with our written consent.

D. In the event of your* bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against you* may bring suit against us, provided:

1. The judgment was for damages covered by this policy; and
2. The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

E. Payment by you* of any judicial judgment or claim for any of our liability under this Coverage Part will not deprive you* of the right to bring action against us.

* For the Businessowners Policy, Commercial General Liability Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Pollution Liability Professional Liability Coverage Part, Coverage Part, Professional Liability Coverage Part, Products/ Completed Operations Liability Coverage Part and Railroad Protective Liability Coverage Part, the word "you" is replaced by the term "the insured" and the word "your" is replaced by the term "the insured's."

Copyright, Insurance Services Office, Inc., 1997

003489

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The paragraph in the Supplementary Payments Section relating to prejudgment interest is replaced by the following:

1. Prejudgment interest awarded against you* on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or
2. If Paragraph **1.** above does not apply, prejudgment interest awarded against you* on that part of the judgment we pay.

* For the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners And Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Professional Liability Coverage Part, Railroad Protective Liability Coverage Part and the Underground Storage Tank Policy the word you is replaced by the term "the insured".

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. a. We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Substantial increase in hazard;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

B. Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

(a) We have indicated a willingness to renew;

(b) We refuse to renew due to nonpayment of premium;

(c) You do not pay any advance premium required by us for renewal; or

(d) Any property covered in this policy is insured under any other insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2002

MANDATORY PREMIUM AND COVERAGE CONDITIONS ENDORSEMENT – PUERTO RICO

It is hereby understood and agreed that pursuant to the regulations approved by the Commissioner of Insurance of Puerto Rico, this policy is amended according to the following conditions and stipulations:

1. **Policy Premium Paid in Full by You:** If the premium for this policy is to be paid by you in its entirety and is not subject to any form of financing as contemplated by this endorsement, insurance coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the total premium is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.

2. **Policy Premium Subject to Our Deferred Payment Plan:** If we have available a deferred payment plan duly approved by the Commissioner of Insurance of Puerto Rico under which the premium for this policy will be paid, insurance coverage will be afforded only if the initial or down payment under said payment plan is paid to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the initial or down payment is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.

3. **Policy Premium to be Financed as Part of a Financing or Leasing Transaction:** If the premium for this policy is being financed in its entirety (and accordingly no initial or down payment is made by you) in connection with the financing or leasing of property, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.

4. **Policy Premium to be Financed by a Financing Institution or by a Bank:** If the premium for this policy is financed through a financing institution or by a bank in a situation not covered by the preceding Section **3,** this policy will be effective on the date the down payment of at least 20% of the total annual premium to be paid by you, together with the corresponding premium finance contract duly executed, are received by us or our authorized representative.

   In the event the financing institution or the bank does not make the total corresponding payment and said payment is not received by us or our authorized representative within the thirty (30) days following the inception date of the policy, we will cancel the policy in accordance with the cancellation clause of this policy.

5. **Policy Premium to be Paid Under an Escrow Account:** If this policy is issued in connection with the financing or leasing of property and the premium for this policy is to be paid from funds proceeding from an escrow account, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.

6. **Policy Premium to be Paid Under an Escrow Account (Condominium Policies Only):** If this policy is issued for a condominium and 25% or more of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received the premiums thus deposited from the bank or financial institution within thirty (30) days following the last day of the month on which the policy is to enter into effect, and if we have received from you the remaining premium within sixty (60) days following the effective date of the policy.

© ISO Properties, Inc., 2003

If this policy is issued for a condominium and less than 25% of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received from you 25% of the total premium at the time this policy enters into effect and the remaining premium is received by us within sixty (60) days following the effective date of the policy.

In the event full payment of the premium corresponding to this policy is not received by us or our authorized representative by the expiration dates indicated above, insurance coverage under this policy will be cancelled on the date in which the premiums paid are used up. We will send you a notice of cancellation, in accordance with the cancellation clause of this policy, indicating when this cancellation will be effective.

7. **Policy Premium to be Partly Paid with Proceeds of Single Interest Insurance Cancellations:** If a portion of the total premium for this policy will be paid with the proceeds of the premium return resulting from the cancellation of a single interest policy or certificate, this policy will be effective as of the date the greater of the following amounts is paid to, and received by, us or our authorized representative:

   a. 20% of the annual premium corresponding to this policy, or

   b. the difference between the total premium payable under this policy and the proceeds of the premium return resulting from the cancellation of the single interest policy or certificate.

   In the event said premium return is not received by us or our authorized representative within the sixty (60) days following the end of the month in which this policy became effective, we will mail you a notice of cancellation in accordance with the cancellation clause of this policy, to be effective on the date the premium paid by you is exhausted.

8. **Endorsement Premium:** Endorsements issued after the inception date of this policy, affording additional insurance and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representative. This procedure will be followed if the premium for this policy has been paid in full by you or has been financed by the bank or financing institution. If the premium for this policy is subject to a deferred payment plan the aforesaid endorsement shall not be effective until a down payment of the additional premium in accordance with such plan is paid to, and received by, us or our authorized representative, and accordingly subsequent payments of the plan are amended to include the unpaid portion of the additional premium for the endorsement.

9. **Premium Corrections:** Any additional premium due resulting from changes in rates, classifications, premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid in full within thirty (30) days from the date of billing of the corrective endorsement. If the payment corresponding to this policy is subject to a deferred payment plan or a premium financing contract, a down payment of the additional premium in accordance with such plan or financing contract shall be paid to, and received by, us or our authorized representative within that same thirty (30) day period and accordingly subsequent payments of the plan will be amended to include the unpaid portion of the additional premium for the endorsement. Otherwise, we shall mail to you a notice of cancellation in accordance with the cancellation clause of this policy using the sum of the original premium plus the premium of the corrective endorsement as the basis for the calculation of the amount of premium return due to you, if any.

10. **Late Payments:** If payment is received after the specified due date, we will proceed as follows:

    a. For new policies (Sections **1** and **2** above) we will issue a change of effective date of coverage notice stating:

       (1) that the insurance afforded under the policy is effective as of the date of receipt of the applicable premium payment,

       (2) the resulting amended inception and expiration dates of the policy, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and

       (3) the corresponding period of time during which coverage is not afforded under the policy.

    b. For premium correction endorsements (Section **9** above) we will issue, subject to the applicable regulations, a limited reinstatement notice stating:

© ISO Properties, Inc., 2003

(1) that the insurance afforded by the policy will be reinstated as of the date of receipt of the applicable additional premium payment,

(2) the period for which coverage is not afforded, and

(3) the amount of premium return due to you, if any.

11. **Cancellation of Policy:** Upon failure in the payment of any premium when due under a policy in force, we must, within the next twenty (20) days following the due date, issue a notice of cancellation in accordance with the provisions of this policy.

12. **Definition of Authorized Representative:** Authorized representative for the purpose of this endorsement means a general agent, an authorized policywriting agent, or a person duly authorized in writing by us for premium collection purposes.

13. This mandatory endorsement supersedes any other conditions to this effect in the policy to which it is attached.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:

a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

(1) At our request;

(2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) And rewritten by us or a member of our company group; or

(4) After the first year, if it is a prepaid policy written for a term of more than one year.

b. When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:

a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or

b. 45 days before the expiration date if the nonrenewal is for any other reason.

2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

* Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. Except as provided in **2.** below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
   a. The expiration date of the policy; or
   b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

   unless you agree in writing to extend the audit period.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

© ISO Properties, Inc., 2001

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

When an insurer or its agents recover payment on a casualty loss from a third party through subrogation, the insurer must first pay the insured the deductible portion of the casualty loss, less the prorated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

B. The following provision is added:

DIRECT LIABILITY OF INSURERS

We will be directly liable for those sums the insured becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the insured becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties;

© ISO Properties, Inc., 2001

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY-PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY-SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **1.** and **2.** of the CANCELLATION Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. POLICIES IN EFFECT

a. 60 DAYS OR LESS

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which increase any hazard insured against;

(4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

(5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;

(6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or

(7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

© ISO Properties, Inc., 2001

(b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.b.** above.

B. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
4. We need not mail or deliver this notice if:
   a. We have offered to renew this policy;
   b. You have obtained replacement coverage; or
   c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
   a. 30 days after notice is given; or
   b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

© ISO Properties, Inc., 2005

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

© ISO Properties, Inc., 2005

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
   a. Certified mail; or
   b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
   a. Replaced coverage elsewhere; or
   b. Specifically requested termination.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or

b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

c. Violation of any provisions of this policy; or

d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph **3.**, we will cancel only in the following manner:

a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

© ISO Properties, Inc., 2001

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any WHEN WE DO NOT RENEW Condition is deleted.

The following Conditions are added:

1. WHEN WE DO NOT RENEW

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

(1) Expiration of the policy; or

(2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

(1) If we have indicated a willingness to renew;

(2) In case of nonpayment of premium;

(3) If you do not pay any advance premium required by us for renewal; or

(4) If any property covered in this policy is insured under any other insurance policy.

2. RENEWAL

a. If we:

(1) Elect to renew this policy; and

(2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph **a.**, you will have renewal coverage. The renewal coverage will be at the rates:

(1) In effect under the expiring or expired policy; or

(2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph **b.** does not apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

(1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

D. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us or at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the policy, we will retain no less than $100 of the premium, subject to the following:

(1) We will retain no less than $250 of the premium for the Boiler And Machinery Coverage Part.

(2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.

(3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain $100 or the premium shown in the Declarations, whichever is greater.

(4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than $100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

© ISO Properties, Inc., 2001

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. Subject to Paragraph **7.c.**, if we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

(1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;

(2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:

a. Its expiration date; or

b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

(a) Nonpayment of premium;

(b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;

(d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

(e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(g) Your violation or breach of any policy terms or conditions; or

(h) Such other reasons as are approved by the director of insurance.

B. The following condition is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **B.** of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation; or

(2) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

(1) Nonpayment of premiums;

(2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) The "insured's" actions that have substantially increased or substantially changed the risk insured;

(4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

(5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;

(7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards;

© ISO Properties, Inc., 2003

(9) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to Covered Property or the occupancy thereof which substantially increases any hazard insured against; or

(10) Certain conditions exist, as stated in Paragraph **B.** of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

(a) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement;

(b) 10 days before the effective date of cancellation for nonpayment of premium; or

(c) 30 days before the effective date of cancellation for any reason stated in Paragraphs **2.b.(2)** through **(9)** above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(9)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(9)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. We may also cancel the policy if one or more of the following conditions exist:

1. Buildings with at least 65% of the rental units in the building unoccupied.
2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.
4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.
6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.
7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.
8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.
9. Buildings with any of the following conditions:
   a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.
   b. Failure to correct conditions dangerous to life, health, or safety.
   c. Failure to maintain the building in accordance with applicable law.
   d. Failure to pay property taxes for more than one year.
10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

C. The following is added and supersedes any provision to the contrary:

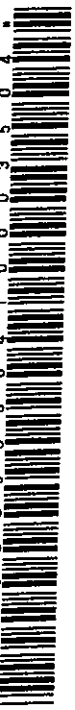
NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:
   a. 60 days prior to the expiration date of the policy, except as provided in Paragraph **b.**; or
   b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

© ISO Properties, Inc., 2003

The notice of nonrenewal will state our reason for nonrenewal.

2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
   a. Insured elsewhere;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal.



© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

(4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the **Common Policy Conditions** and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

© ISO Properties, Inc., 2001

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will **not** provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

(1) Changes in a rate or plan filed with or approved by the State Board for Property and Casualty Rates or filed pursuant to the Commercial Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES – TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. With respect to the:

Farm Property-Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; Commercial Property Coverage Part; and Capital Assets Program (Output Policy) Coverage Part;

if the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:

      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      b. 30 days before the effective date of cancellation if we cancel for any other reason.

   After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

      (1) Nonpayment of premium;

      (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

      (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;

      (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

      (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

      (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or

      (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

2. The following Condition is added:

   NONRENEWAL

   a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date,

© ISO Properties, Inc., 2001

or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If Cancellation Changes **CP 02 99** is attached to the Commercial Property Coverage Part, Paragraph **E.2.** of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

CAPITAL ASSETS PROGRAM COVERAGE FORM (OUTPUT POLICY)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM;

COMMERCIAL LEGAL LIABILITY PROPERTY – COVERAGE FORM;

COMMERCIAL MORTGAGE HOLDER'S PROPERTY – ERRORS AND OMISSIONS COVERAGE FORM;

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM;

FARM LIABILITY COVERAGE FORM;

LIQUOR LIABILITY COVERAGE FORM;

POLLUTION LIABILITY COVERAGE FORM;

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM; and

PROFESSIONAL LIABILITY COVERAGE FORM;

the following Condition is added and supersedes any other condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

3. If notice of nonrenewal is mailed, it will be sent by certified mail.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to other than the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies

a. Midterm Cancellation

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

(1) If this policy has been in effect for less than 60 days, except as provided in Paragraph **2.a.(3)** below, we may cancel for any reason.

(2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

(a) Failure to pay a premium when due;

(b) Material misrepresentation;

(c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(d) Substantial breaches of contractual duties, conditions or warranties;

(e) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

(f) Financial impairment of us; or

(g) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph **2.a.(2)** above.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

© ISO Properties, Inc., 2005

2. **Cancellation Of Policies**

   a. **Midterm Cancellation**

      (1) We may cancel this policy for nonpayment of premium by mailing or delivering written notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

      (2) We may cancel this policy based on the reason(s) stated in Paragraph **2.a.(2)(a)** or **(2)(b)** by mailing or delivering written notice of cancellation to the first Named Insured at least 45 days before the effective date of cancellation:

         (a) If this policy has been in effect for less than 60 days, except as provided in Paragraph **2.a.(3),** we may cancel for any reason.

         (b) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

            (i) Material misrepresentation;

            (ii) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

            (iii) Substantial breaches of contractual duties, conditions or warranties;

            (iv) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

            (v) Financial impairment of us; or

            (vi) Such other reasons that are approved by the Commissioner of Insurance.

      (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph **2.a.(2)(b)** by mailing or delivering written notice to the first Named Insured at least 45 days before the effective date of cancellation.

   b. **Anniversary Cancellation**

      We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

C. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

   5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

D. Any **When We Do Not Renew** Condition is deleted.

   The following **When We Do Not Renew** Condition is added:

   1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.

   2. We need not mail or deliver this notice if:

      a. You have purchased insurance elsewhere;

      b. You have accepted replacement coverage;

      c. You have requested or agreed to nonrenewal; or

      d. This policy is expressly designated as nonrenewable.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;

d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the notice of cancellation at least:

a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.

5. The notice of cancellation will:

a. State the effective date of cancellation. The policy period will end on that date.

© ISO Properties, Inc., 2005

b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.

2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.

3. Proof of mailing will be sufficient proof of notice.

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.

2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

   b. 30 days before the effective date, if we cancel for any other reason.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provisions apply except when Paragraph **C.** of this endorsement applies:

The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions of **B.3.** below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. **Policies In Effect**
   a. **Less Than 90 Days**

      If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

      (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

      (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

   b. **90 Days Or More**

      If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

      (1) Nonpayment of premium;

      (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;

      (3) An act or omission by you that substantially increases or changes the risk insured;

      (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

      (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

      (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10

© ISO Properties, Inc., 2003

days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

(7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this Item **B.3.b.**, we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in **B.3.b.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

5. Proof of mailing of any notice shall be sufficient proof of notice.

C. The following applies with respect to coverage provided under the following:

FARM COVERAGE PART

1. Policies In Effect 60 Days Or More

a. If this Coverage Part covers buildings used for residential purposes and has been:

(1) In effect for at least 60 days, or

(2) Renewed by us,

Paragraphs **A.2.** and **A.6.** of the **Cancellation** Common Policy Condition do not apply, and the following is added to the **Cancellation** Common Policy Condition:

b. We may not cancel this policy, except for:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by you or with your knowledge:

(a) In obtaining this policy; or

(b) In connection with a claim under this policy;

(3) An act or omission by you that materially increases the risk we originally accepted; or

(4) A physical change in the Covered Property which:

(a) Is not corrected or restored within a reasonable time after it occurs; and

(b) Results in the property becoming uninsurable.

c. We may cancel this policy by giving the first Named Insured written notice of cancellation at least:

(1) 20 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **C.1.b.(2)** through **(4).**

Such notice will be mailed or delivered to the first Named Insured and will contain the reason for cancellation. Proof of mailing of any notice shall be sufficient proof of notice.

2. Policies In Effect Less Than 60 Days

When this Coverage Part covers buildings used for residential purposes and is a new policy which has been in effect fewer than 60

© ISO Properties, Inc., 2003

days, cancellation is subject to the terms of the Cancellation Common Policy Condition except for Paragraphs A.2. and A.6., and is not subject to Paragraph B. or Paragraph C.1. of this endorsement. Under this Item, C.2., Paragraphs A.2. and A.6. of the Cancellation Common Policy Condition are replaced by the following:

We may cancel this policy by giving the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation. Such notice will be mailed or delivered to the first Named Insured. Proof of mailing of any notice shall be sufficient proof of notice.

If we cancel this policy for underwriting considerations, we will inform you of the source from which the information was received.

D. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

If we decide not to renew this policy, we may do so by giving the first Named Insured and any agent written notice of our intent not to renew at least 60 days before the expiration date of this policy. Such notice will be delivered or mailed by first class mail to their last mailing addresses known to us.

Proof of mailing of any notice shall be sufficient proof of notice.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. **Cancellation Of Policies In Effect For 60 Days Or More**

   If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

   b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

   c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

003510

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. **Nonrenewal**

   If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. **Increase Of Premium**

   If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

7. We may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 90 Days Or More

If this policy has been in effect for 90 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

d. Substantial breaches of contractual duties, conditions or warranties; or

e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item **e.**, we will notify the Commissioner, in writing, at least sixty days prior to such cancellation and the Commissioner will, within thirty days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, at least 30 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

© ISO Properties Inc., 2001

b. An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term.

However, we will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Any notice of nonrenewal will state the precise reason for nonrenewal.

© ISO Properties Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

a. We cancel; or

b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

2. Your conviction of a crime increasing any hazard insured against;

3. Discovery of fraud or material misrepresentation on the part of either of the following:

a. You or your representative in obtaining this insurance; or

b. You in pursuing a claim under this policy;

4. Failure to comply with written loss control recommendations;

5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to

© ISO Properties, Inc., 2001

the first Named Insured and agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the Premiums Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

© ISO Properties, Inc., 2003

If notice is mailed, proof of mailing will be sufficient proof of notice.

2. We need not provide this notice if:
   a. You have accepted replacement coverage;
   b. You have requested or agreed to nonrenewal; or
   c. This policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3) or (4)** above.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If we cancel this policy in accordance with Paragraph **2.** of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

© ISO Properties, Inc., 2005

C. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where **B.**, below, applies):

7. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

© ISO Properties, Inc., 2001

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or presenting a claim under the policy;

d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or

g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where **D.**, below, applies):

NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
   a. We or a company within the same insurance group has offered to issue a renewal policy; or
   b. You have obtained replacement coverage or agreed in writing to do so.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
   a. You have agreed to nonrenewal; or
   b. You have accepted replacement coverage.
3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage

© ISO Properties, Inc., 2001

will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

E. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

a. The present policy will remain in effect until the earlier of the following:

(i) 60 days after the date of mailing or delivery of the notice; or

(ii) The effective date of replacement coverage obtained by the first Named Insured.

b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(i) The rates applicable to the terminated policy; or

(ii) The rates presently in effect.

c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

b. More Than 60 Days

If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained through material misrepresentation;

(3) Any insured has submitted a fraudulent claim;

(4) Any insured has violated the terms and conditions of this policy;

(5) The risk originally accepted has substantially increased;

(6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

(7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

c. If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

2. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph **6.** of the Cancellation Common Policy Condition does not apply.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

2. Any notice of nonrenewal will be mailed by first class mail to the first Named Insured's

© ISO Properties, Inc., 2002

last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

© ISO Properties, Inc., 2004

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the CANCELLATION Common Policy Condition is replaced by the following:

2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was issued because of material misrepresentation;

(3) You or any other insured violated any of the material terms and conditions of this policy;

(4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. The following is added and supersedes any condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

003518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **A.1.** of the CANCELLATION Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

(1) 10 days from the date of mailing or delivering our notice, or

(2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in **c.** below.

c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

© ISO Properties, Inc., 2001

C. The following is added to the CANCELLATION Common Policy condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D.** below, we will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART;

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the CANCELLATION Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium, whether payable to us or to our agent;
   b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

   We may cancel by providing notice to the first named insured at least:

   - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   - 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on Paragraph **7.a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for

© ISO Properties, Inc., 2001

any reason stated in **7.a.(2)** through **7.a.(7)** above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:
   a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

1. Nonpayment of premium;
2. Fraud or material misrepresentation;
3. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
4. Substantial breaches of contractual duties, conditions or warranties;
5. Violation of any local fire, health or safety statute or ordinance;
6. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
7. Determination by the insurance commissioner that the continuation of the policy places us in violation of Chapter 431, Hawaii Revised Statutes; or
8. Any good faith reason with the approval of the insurance commissioner.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL OF POLICY

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the **Cancellation** Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

3. If notice is mailed, proof of mailing is sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **1.**, **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.

(2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

(a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

(e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

© ISO Properties, Inc., 2005

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

(1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, in-

© ISO Properties, Inc., 2005

cluding the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph **C.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60 day period; or

(2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2),** as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:

1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.

2. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Procedure And Reasons For Cancellation

a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

(1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued;

we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall

inform the first Named Insured of the amount due;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

(a) Issued the policy; or

(b) Last voluntarily renewed the policy;

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

(1) The policy limits be changed; or

(2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

(1) Do not renew this policy; or

(2) Condition policy renewal upon:

(a) Change of limits; or

(b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

(a) At least 45 days; but

(b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

© ISO Properties, Inc., 2005

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

(1) If we cancel this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

(a) The effective date of cancellation of the insured's coverage; or

(b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

(a) The expiration date of the policy; or

(b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date,

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

© ISO Properties, Inc., 2001

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

© ISO Properties, Inc., 2004

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

© ISO Properties, Inc., 2004

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

© ISO Properties, Inc., 2004

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy;

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

© ISO Properties, Inc., 2001

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

Paragraph **1.** of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by giving, mailing or delivering advance written notice of cancellation to us or to our agent who issued the policy.

C. With respect to all Coverage Parts and Policies addressed in this endorsement, the **Cancellation** Common Policy Condition is amended by replacing Paragraphs **2., 3., 5.** and **6.** with the following:

2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and agent, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

c. Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;

d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;

e. Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;

f. Determination by the Commissioner of Insurance that the continuation of the pol-

© ISO Properties, Inc., 2005

003529

icy would jeopardize our solvency or would place us in violation of the insurance laws of this state;

g. Owner or occupant incendiarism;

h. Violation or breach by you of any policy terms or conditions;

i. Constructive or actual total loss of the Covered Property; or

j. Such other reasons as may be approved by the Commissioner of Insurance.

3. We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the agent, if any.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The cancellation will be effective even if we have not made or offered a refund.

The following provisions govern calculation of return premium:

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

(1) Cancelled at our request;

(2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) Cancelled and rewritten by us or a member of our company group;

(4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year; or

(5) Cancelled by us at the request of a premium finance company upon default of the first Named Insured, when this policy is financed under a premium finance agreement.

b. When this policy is cancelled at your request (except when Paragraph **a.(2), a.(3)** or **a.(4)** applies), we will return 90% (75% for Boiler and Machinery policies) of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

D. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added to the **Cancellation** Common Policy Condition:

7. We will provide you with the reason or reasons for cancellation if:

a. You request in writing a statement of the reasons for cancellation; and

b. You agree in writing to hold us harmless from liability for any:

(1) Communication giving notice of, or specifying the reasons for, cancellation; or

(2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph **C.2.**

E. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and agent, if any, written notice of nonrenewal at least 60 days before:

a. The expiration date of the policy; or

b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

2. However, we need not give, mail or deliver this notice if:

a. We have offered to issue a renewal policy; or

b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

F. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

© ISO Properties, Inc., 2005

The following is added to the Common Policy Conditions:

If notice of cancellation or nonrenewal is mailed to the insured, we shall forward the notice of cancellation or nonrenewal to the last known address of the first Named Insured stated in the policy by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

We will also give, mail or deliver written notice of cancellation, subject to **C.2.** above, and written notice of nonrenewal, subject to **E.1.** above, to any loss payee named in the policy. Mailing will be accomplished in accordance with the procedure stated in the above paragraph.

G. Under the Mortgageholders Condition, the paragraphs pertaining to cancellation and nonrenewal are replaced by the following:

1. If we cancel this policy, we will give, mail or deliver written notice to the mortgageholder at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

2. If we do not renew this policy, we will give, mail or deliver written notice to the mortgageholder at least 10 days before:

a. The expiration date of the policy; or

b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

3. If notice of cancellation or nonrenewal is mailed, we shall forward the notice of cancellation or nonrenewal to the last known address of the first Named Insured stated in the policy by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

003530

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

Boiler And Machinery Coverage Part
Commercial General Liability
Coverage Part
Commercial Property – Legal Liability
Coverage Form **CP 00 40**
Commercial Property – Mortgage Holders Errors
And Omissions
Coverage Form **CP 00 70**
Crime and Fidelity Coverage Part
Employment-Related Practices Liability
Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations
Liability Coverage Part
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal Provisions apply:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

   b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

      (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

      (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

      (3) We become insolvent; or

      (4) We involuntarily lose reinsurance for this policy.

   c. 60 days before the effective date of cancellation if we cancel for any other reason.

NONRENEWAL

2. The following is added and supersedes any provision to the contrary:

   a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

© ISO Properties, Inc., 2001

b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:

a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or

b. 30 days before the effective date of this action if for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of:

a. Cancellation will state the effective date of cancellation. The policy period will end on that date.

b. Any other action will state the effective date of that action.

5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation Common Policy** Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to **d.** below; or

(2) Any other reason.

c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk **insured;**

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

a. The reason for cancellation; and

© ISO Properties, Inc., 2001

b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

a. We have offered to issue a renewal policy; or

b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies.

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

© ISO Properties, Inc., 2004

(6) The insured's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.**, to the first Named Insured at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments.

2. Notice Of Cancellation

a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**

b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. Paragraph **5.** of the **Cancellation Common Policy Condition** is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a., C.5.b., C.5.c., C.5.d., C.5.e.** and **C.5.f.** The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund may be less than pro rata, and will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **C.5.d.** or **C.5.e.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. The **Premiums Common Policy Condition** is replaced by the following:

PREMIUMS

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.

2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** of this endorsement.

E. Paragraph **f.** of the **Mortgageholders Condition** in the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part and Paragraph **4.(f)** of the **Mortgageholders Condition** in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

© ISO Properties, Inc., 2004

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation, if we cancel for any other reason.

F. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

2. We need not mail or deliver this notice if:

a. We or another company within our insurance group have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the CANCELLATION Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;
3. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
4. The property, interest or use of the property or interest has materially changed with respect to its insurability.

B. The following is added:

NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver the notice at least 30 days before the expiration of the policy. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

(4) Failure to comply with reasonable loss control recommendations;

(5) Substantial breach of contractual duties, conditions or warranties;

(6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) Commercial Automobile Coverage Part;

(3) Commercial General Liability Coverage Part;

(4) Commercial Property Coverage Part – Legal Liability Coverage Form;

(5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;

(6) Employment-Related Practices Liability Coverage Part;

(7) Farm Coverage Part – Farm Liability Coverage Form;

(8) Liquor Liability Coverage Part;

(9) Products/Completed Operations Liability Coverage Part; or

(10) Professional Liability Coverage Part.

© ISO Properties, Inc., 2005

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph **6.** of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph **2.a.** above.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or

(2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or

b. 20 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium, or

(2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or

c. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice to your last known address and the last known address of the agent or broker of record.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:

a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime having as one of its necessary ele-

© ISO Properties, Inc., 2002

ments an act increasing a hazard insured against;

(3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;

(4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium; or

(5) A reason described in AS Sec. 21.36.210(a)(2);

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

(1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

(a) And rewritten with us or in our company group;

(b) At our request;

(c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(d) After the first year for a prepaid policy written for a term of more than one year; or

(2) Will be returned or credited:

(a) By the effective date of cancellation; or

(b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. We need not mail notice of nonrenewal if:

a. We have manifested in good faith our willingness to renew; or

b. The first Named Insured has failed to pay any premium required for this policy; or

c. The first Named Insured fails to pay the premium required for renewal of this policy.

3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or

2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least:

a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or

b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

2. The notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph **f.** of the **Mortgageholders** Condition, if any, is replaced by the following:

f. If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:

© ISO Properties, Inc., 2001

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. **Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new

© ISO Properties, Inc., 2001

terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph **3.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **5.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Permissible Reasons And Notice Period

a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) There has been a substantial change in the risk assumed by us since the policy was issued.

(3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

(4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.

(5) You presented a claim based on fraud or material misrepresentation.

c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation, for the reason set forth in **2.b.(1).**

(2) 30 days before the effective date of cancellation, for the reason set forth in **2.b.(2).**

(3) 15 days before the effective date of cancellation, for a reason set forth in **2.b.(3), 2.b.(4)** or **2.b.(5).**

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

B. The following Condition is added:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

© ISO Properties, Inc., 2001

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.

Copyright, Insurance Services Office, Inc., 1997

003540

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART – CONTRACTORS
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME COVERAGE PART
DELUXE PROPERTY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

CANCELLATION:	**Number of Days Notice:** 90
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:** 90

NAME: AMERICAN WATER WORKS COMPANY, INC

ADDRESS: 1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1998

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06 ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – NEW YORK

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:**	90
WHEN WE DO NOT RENEW(Nonrenewal):	**Number of Days Notice:**	90

NAME: AMERICAN WATER WORKS COMPANY, INC

ADDRESS: 1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1999

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-06

ISSUE DATE: 01-31-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURER AMENDMENT ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COVERAGE PART(S) INDICATED IN THE SCHEDULE BELOW.

SCHEDULE:

This endorsement applies to the following Coverage Part(s):

X All Coverage Parts forming a part of this policy.

The Coverage Part(s) shown below.

State	Insurer	Coverage Parts (if "All" is not applicable)
TX	TCT	
PR	IND	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. When indicated in the State column, "**" shall mean "all other states".)

PROVISIONS:

The insuring company abbreviation(s) shown in Item 4 of the Common Policy Declarations is/are replaced with the abbreviation(s) shown above for the respective state(s) and Coverage Part(s) shown above.

IL T3 05 12 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – CHANGES

This endorsement modifies the:

COMMON POLICY CONDITIONS

PROVISIONS

The following additional provision applies:

Unless otherwise provided by law we shall pay any amount finally agreed upon in settlement of all or part of a claim not later than 5 working days from the date of such agreement or from the date of the performance by the Insured, claimant or authorized representative of either of any condition set forth by such agreement.

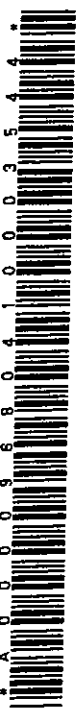
POLICYHOLDER NOTICES

003543

POLICYHOLDER NOTICES

NOTICE TO MICHIGAN POLICYHOLDERS

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.



IMPORTANT NOTICE

NOTIFICATION OF PENDING CHANGES FOREIGN TERRORISM / TRIA

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002 (TRIA), this policy includes disclosure of the rate or premium charged for exposure to "insured loss" as defined under TRIA. TRIA is set to expire as of 12/31/05. If TRIA expires and is not extended or reenacted, the rate or premium disclosed for exposure to "insured loss" shall instead be applicable to exposure to loss caused by "act(s) of foreign terrorism", defined as follows:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage provided for loss caused by an "act of foreign terrorism" shall be subject to all of the terms, definitions, exclusions and conditions of the applicable policy, and any applicable federal and/or state laws, rules or regulations.

POLICYHOLDER NOTICE – ASBESTOS

Asbestos has long been a difficult problem for society as a whole and the insurance industry in particular. As a consequence, we are attaching an asbestos exclusion to your policy.

If you have questions about your insurance program, please contact your agent or local representative.

TEXAS SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention - Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes - Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations - Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General Liability, Product safety and Premises Security issues.

Safety Videos and Literature - We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training - We can help you improve your safety training programs.

Internet Website - Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U. S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured person and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF-INSPECTION PROGRAM:

- Do you conduct periodic surveys of premises, equipment and operations?
- Do you analyze each activity to determine inherent hazards?
- If you discover hazards, do you follow up with immediate corrective action?
- Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

- Do you investigate each accident and find the cause?
- Do you take immediate steps to prevent a recurrence?
- Do you keep records of accident investigations and follow-up measures?
- Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

- Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
- Do more-experienced employees receive training to correct any bad habits that developed over time?
- Do all employees understand that safety is an important part of their jobs?

Texas Loss Prevention & Engineering Offices

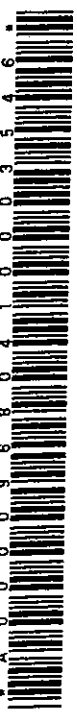
Dallas 1301 E. Collins Blvd., Suite 300, Richardson, TX 75081, (214) 570-6194

Houston 10800 Richmond Ave., Suite 120, P. O. Box 42928, Houston, TX 77242-2928, (713) 787-4031

NOTICE TO WEST VIRGINIA POLICYHOLDERS
CONSUMER COST SAVINGS

Your costs for this policy have not been reduced because of Insurance Law Reforms and Civil Justice Reforms enacted by the West Virginia Legislature in 2005 and signed into law by the Governor.

This notice does not expand or increase coverage in any policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.



NOTICE TO WEST VIRGINIA POLICYHOLDERS
FIRE AND CASUALTY SURCHARGE REDUCTION

Your cost for this policy has been reduced by .45% because of premium surcharge reductions enacted by the West Virginia Legislature in 2005 and signed into law by the Governor.

This notice does not expand or increase coverage in any policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

IMPORTANT INFORMATION TO INDIANA POLICYHOLDERS

Questions regarding your policy or coverage should be directed to:

The Travelers Indemnity Company and
Its Property Casualty Affiliates

(860) 277-0111

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi

FLORIDA POLICYHOLDERS
AVAILABILITY OF RISK MANAGEMENT PLANS

Florida insurance statute require insurers to provide insureds, at their request, with guidelines for risk management plans. Travelers Loss Prevention & Engineering has available guidelines to assist you with your accident prevention activities.

The companion Safety Services notice describes the range of services available to our insureds. Should you desire assistance with regard to your accident prevention activities, please contact us at the Florida location specified in the notice.

ST PAUL TRAVELERS

FLORIDA SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. The Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention – Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes – Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations – Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General Liability, Product safety and Premises Security issues.

Safety Videos and Literature – We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training – We can help you improve your safety training programs.

Internet Website – Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

The Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U. S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured person and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF–INSPECTION PROGRAM:

- Do you conduct periodic surveys of premises, equipment and operations?
- Do you analyze each activity to determine inherent hazards?
- If you discover hazards, do you follow up with immediate corrective action?
- Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

- Do you investigate each accident and find the cause?
- Do you take immediate steps to prevent a recurrence?
- Do you keep records of accident investigations and follow-up measures?
- Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

- Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
- Do more-experienced employees receive training to correct any bad habits that developed over time?
- Do all employees understand that safety is an important part of their jobs

Florida Loss Prevention & Engineering Offices	**Orlando**	**1000 Legion Place, P.O. Box 35555 Orlando, FL 32802-3555 (407) 649-2596**

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If you have additional questions you may contact the Travelers office nearest you at the following address and telephone number:

WASHINGTON, D.C. OFFICE
14048 Parkeast Circle
Chantilly, Virginia 20151
(703) 818-6632

RICHMOND OFFICE
300 Arboretum Place
Richmond, VA 23236
(804) 330-6666

Someone in Commercial Lines will be available at the above locations to assist you.

If you have been unable to contact or obtain satisfaction from Travelers or your agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Property and Casualty Division
P.O. Box 1157
Richmond, VA 23218

In state, toll free: 1-800-552-7945
Out of state, toll free: 1-877-310-6560

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, Travelers or the Bureau of Insurance, have your policy number available.

003550

ST PAUL TRAVELERS

IMPORTANT INFORMATION TO MISSOURI POLICYHOLDERS

Dear Policyholder:

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance you may contact us at the address listed:

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Indemnity Company of America
The Travelers Indemnity Company of Connecticut
The Phoenix Insurance Company
The Charter Oak Fire Insurance Company

One Tower Square
Hartford, CT 06183
(860) 277-0111

Thank you for insuring with Travelers.

IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

Please review your policy carefully. Should you have any questions concerning coverages, billings, additions or deletions, please contact your Agent. Should you feel the need for additional information or wish to make a complaint, we offer the following number:

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-860-277-0111

IMPORTANT INFORMATION TO WISCONSIN POLICYHOLDERS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Dear Policyholder:

Most of our underwriting and policy issuance expense has been incurred at the beginning of your policy period. If, for any reason, you wish to cancel this policy before its normal expiration date, you may not receive full pro rata premium for the cancelled term.

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance you may contact us at the addresses listed:

The Travelers Indemnity Company (IND)
The Travelers Indemnity Company of America (TIA)
The Charter Oak Fire Insurance Company (COF)
The Phoenix Insurance Company (PHX)
Travelers Property Casualty Company of America (TIL)
Travelers Indemnity Company of Connecticut (TCT)

One Tower Square
Hartford, CT 06183
(860) 277-0111

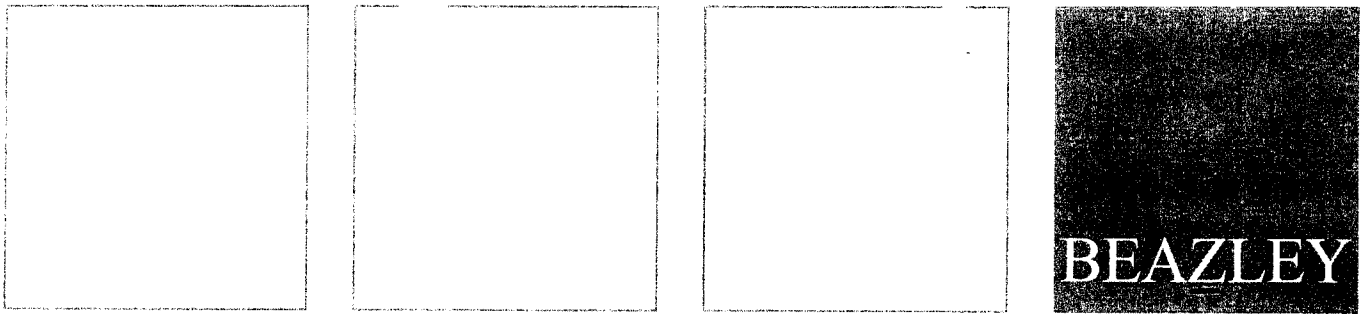
PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact your insurance company listed above or your agent to resolve your problem.

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
125 South Webster Street
Madison, WI 53702

or you can call 1-800-236-8517 outside of Madison or (608) 266-0103 in Madison, and request a complaint form.

Thank you for insuring with Travelers.



DECLARATIONS
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE
CLAIMS MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT. THE APPLICATION FORM AND ATTACHMENTS ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the Insureds and the Insurer.

Insurer: **Beazley Insurance Company, Inc.**

Policy Number: **V100EO06PNTE**

1. NAMED INSURED: **American Water Works Company, Inc.**

ORGANIZATION STRUCTURE:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Joint Venture

BEAZLEY

2. POLICY PERIOD:

From: 01-February-2006

To: 01-February-2007

Both dates at 12.01 a.m. Local Time at the Address stated in Item 3.

3. ADDRESS:

1025 Laurel Oak Road
Voorhees, NJ 08043

4. LIMIT OF LIABILITY (INCLUDES DEFENSE COSTS):

(a) Any **One Insured Event** Limit	$ 10,000,000
(b) Any **One Third Party Insured Event** Limit	$10,000,000
(c) Additional Defense Limit	$ 0
(d) Aggregate Limit of Liability	$ 10,000,000

5. SELF INSURED RETENTION (INCLUDES DEFENSE COSTS):

Any **One Insured Event**	$ 350,000
Any **One Third Party Insured Event**	$350,000

6. PRIOR KNOWLEDGE DATE: 31-December-2003

BEAZLEY

7. THIRD PARTY RETROACTIVE DATE: 31-December-2003

8. PREMIUM: $ 156,000

9. NOTICES:

(a) Authorized Claims Representative:

Kissel & Pesce LLP
555 White Plains Rd
5th Floor
Tarrytown, NY 10591
Attn: Jeffrey Hirsch

(b) All Other Notices:

Beazley Insurance Company, Inc.
20 Stanford Drive
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

10. TERRORISM COVERAGE:

Included at no additional premium.

11. EXTENDED REPORTING PERIOD:

(a) Premium for Extended Reporting Period: 100% of the total premium as for the Policy

(b) Length of Extended Reporting Period: 12 Months

BEAZLEY

12. ENDORSEMENTS EFFECTIVE AT INCEPTION:

BICEP00380405NJ – New Jersey Amendatory Endorsement
BICMU05021105 – Reliance on Another Insurance Company's Application
BICEP00180405 – Declarations Amendment – Self Insured Retention for Class Actions, Multiple Claimants and Multiple Plaintiffs' Claims
BICEP05021105 – Amend Insured to Include Person or Entity
BICEP05170206 – Claim Reporting and Settlement Threshold
BICEP05240206 – Amend Insured to Include Scheduled Entity as Co-Defendant (Vicarious Liability Only)
BICEP05250206 – Liberalization Clause
BICEP05260206 – Non-Duty to Defend Endorsement
BICAWW010206 – American Water Works Company, Inc. – Amend Acquisition Threshold

The Insurer has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

Authorized Representative

01-March-2006
Date

Secretary

President

EMPLOYMENT PRACTICES LIABILITY INSURANCE
CLAIMS MADE AND REPORTED

NOTICE: This Coverage is Provided on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to liability for only those covered **Claims** that are first made against an Insured and reported to us (in accordance with the provisions regarding notice) while the insurance is in force. The **LIMIT OF LIABILITY** shall be reduced and may be completely exhausted by payment of **Defense Costs**. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of Premium, this policy covers **Discrimination, Harassment, Retaliation, Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct** liability within the terms, conditions, limitations and exclusions set forth in this policy. It has been issued in reliance upon all statements made to us in the **Application** and any attachments and all other information provided to us. The **Application** is incorporated herein and forms a part of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations.

Under this policy the words "we", "us" and "our" refer to the Insurer providing this insurance.

The word "Insured" means any person or organization qualifying as such under **WHO IS INSURED.**

READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE. IMPORTANT: THIS IS A CLAIMS FIRST MADE AND REPORTED POLICY THAT INCLUDES DEFENSE COSTS WITHIN THE LIMIT OF LIABILITY.

I. COVERAGE: WHAT IS COVERED

A. We will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of an **Insured Event**, provided such **Claim** is first made during the Policy Period or, if applicable, the Extended Reporting Period, and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Without negating the foregoing requirements, such notice of **Claim** must also be reported no later than sixty (60) days after the end of the Policy Period or, if applicable, the Extended Reporting Period. The amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.

B. If the Declarations Page indicates that the Insured purchased coverage for **Inappropriate Third Party Conduct**, then we will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of a **Third Party Insured Event**, provided such **Claim** is first made during the Policy Period or, if applicable, the Extended Reporting Period, and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Refer to Section VIII.A. for full details of your duties in the event of a **Claim**. However, the amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.

C. This policy applies only if:

1. A **Claim** is first made against an Insured in accordance with **WHEN COVERAGE IS PROVIDED**;

2. The **Claim** is first reported in accordance with **WHEN COVERAGE IS PROVIDED** and **CONDITIONS** section **VIII.A** Duties in the event of a **Claim**; and

3. A **Claim** is first made against an Insured in accordance with **WHERE COVERAGE IS PROVIDED**.

D. Defense. We have the right and duty to defend any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event** made or brought against any Insured to which this policy applies. We will give consideration to your preference for defense counsel; however the final decision rests with us. We have no duty to provide other services or take other actions. Our duty to defend any **Claim** ends when the **LIMIT OF LIABILITY** that applies has been exhausted, and in such event, the Named Insured shall, upon notice from us, promptly take over control of the defense.

We have the right to investigate and to settle any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event**, in the manner and to the extent that we believe is proper, contingent upon the consent of the Named Insured as defined in this policy. This includes the right to agree to post a notice of compliance, provided such notice does not contain an admission of liability.

You may take over control of any outstanding **Claim** previously reported to us only if we both agree that you should, if required under law or if a court orders you to do so.

If your **LIMIT OF LIABILITY** is exhausted, we will notify you of all outstanding **Claims** so that you can take over control of their defense. We will help to transfer control to you.

E. During the transfer of control. We agree to take whatever steps are necessary to continue the defense of any outstanding **Claim** and avoid a default judgment during the

transfer of control to you. If we do so, you agree to pay reasonable expenses that we incur for taking such steps after the **LIMIT OF LIABILITY** is exhausted.

F. **Duty to pay.** We have the duty to pay any **Loss** that results from any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event** made or brought against any Insured to which this policy applies. Our duty to pay ends when the applicable **LIMIT OF LIABILITY** has been exhausted. We will not pay more than the applicable **LIMIT OF LIABILITY**.

We have no duty to recognize or pay **Defense Costs** incurred without our prior consent. Any payment of **Defense Costs** is included in the **LIMIT OF LIABILITY**; it is not in addition to the **LIMIT OF LIABILITY**.

G. **Recommended Settlements.** As respects any **Claim** for which we recommend that a settlement offer be accepted but you do not give your consent to such settlement, and the **Claim** later results in a judgment or settlement in excess of the recommended settlement, our liability for **Loss** on account of such **Claim** shall not exceed: 1) the recommended settlement amount plus **Defense Costs** incurred as of the date we recommended the settlement; plus 2) 70% of covered **Loss** excess of the recommended settlement (subject to the **LIMIT OF LIABILITY**) so long as 30% of such excess is borne by the Insured at its own risk and uninsured. This provision shall not apply unless the total **Loss**, including the recommended settlement, would exceed the applicable Retention amount.

II. EXCLUSIONS: WHAT IS NOT COVERED

A. **Worker's Compensation/ERISA/FLSA/NLRA/WARN/COBRA/OSHA.** This policy does not cover any **Loss** arising out of any **Claim** alleging violation of any: i) worker's compensation, disability benefits or unemployment compensation law, social security and other employment benefits law; ii) the Employee Retirement Income Security Act of 1974 Public Law 93-406; iii) the Fair Labor Standards Act of 1938 (except the Equal Pay Act); (iv) the National Labor Relations Act; (v) the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988); (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vii) the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.); (viii) any statute, law or regulation similar to any statute, law or regulation described in (i) through (vii) of this exclusion; or (ix) any amendments to or regulations promulgated under any statute, law or regulation described in (i) through (vii) of this exclusion; provided, however, this exclusion shall not apply to any **Claim** for **Retaliation**.

B. **Contractual Liability.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** any Insured is obligated to pay by reason of the assumption of another's liability for an **Insured Event** or, if purchased, a **Third Party Insured Event** in a contract or agreement. This exclusion will not apply to liability for damages because of an **Insured Event** or, if purchased, a **Third Party Insured Event** that any Insured would have without the

contract or agreement. This policy also does not cover any **Claims** for liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased **Employee**.

C. **Strikes and Lockouts.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** arising out of a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes, collective bargaining agreements or labor negotiations.

D. **Consequential Loss.** This policy does not cover any **Loss** resulting from or attributable to any allegations made by or solely for the benefit of a claimant's domestic partner, spouse, child, parent, brother or sister.

E. **Wage and Hour Law.** This policy does not cover any **Loss** arising out of a **Claim** alleging violation of any **Wage and Hour Law**, however, in the event such **Claim** also alleges an **Insured Event** otherwise covered by this policy, notwithstanding the provisions of section I.D. Defense, and subject to all other terms, conditions and exclusions contained in this policy, we agree to pay **Loss** solely for that portion of the **Claim** involving such **Insured Event**.

F. **Fraud and Collusion.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** alleging fraud or collusion by an Insured. Without limiting the foregoing, we will pay **Defense Costs** incurred relating to allegations of fraud and collusion to defend an innocent Insured named in such **Claim** so long as such **Claim** also contains allegations against that innocent Insured involving an **Insured Event** or, if purchased, a **Third Party Insured Event** otherwise covered by this policy.

G. **Price Discrimination.** This policy does not cover any **Loss** for **Inappropriate Third Party Conduct** alleging price discrimination, or other violation of any antitrust or unfair trade practices law.

H. **Prior Knowledge.** This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** of which any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware by actual knowledge of the facts or circumstances of such **Insured Events** or, if purchased, a **Third Party Insured Event** prior to the Prior Knowledge Date, as shown in the Declarations.

I. **Prior Notice.** This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** that have been the subject of any notice given under any other policy prior to the inception date of this policy.

J. **Property Damage/Bodily Injury.** This policy does not cover any **Loss** for damage to, or destruction of, loss of, or loss of use of any tangible property; or for or arising out of bodily injury, sickness, disease or death or any person; provided; however, that this exclusion shall not apply to that portion of a **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event**, seeking **Loss** for emotional distress, loss of reputation, mental anguish, or humiliation otherwise covered by this policy.

III. WHEN COVERAGE IS PROVIDED

A. **Claims** are considered to be first made on the date the **Claim** is first commenced by the claimant and not the date any Insured is served or first receives notice of a **Claim**.

All **Claims** because of **One Insured Event** or, if purchased **One Third Party Insured Event**, will be considered to have been made on the date that the first of those **Claims** was first made.

B. Extended Reporting Period. If you or we non-renew this policy or if we cancel this policy, an Extended Reporting Period equal to the period of time set forth in Item 11(b) of the Declarations can be added by means of an Extended Reporting Period Endorsement along with the payment of the additional Premium set forth in Item 11(a) of the Declarations.

The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

Different renewal Premium or Self Insured Retention or Limits of Liability or changes in policy language shall not constitute non-renewal by us.

However, the Extended Reporting Period will not apply to any **Claim** if other insurance you buy covers you or would cover you if its limits of coverage had not been exhausted.

Coverage under the Extended Reporting Period is with respect to **Claims** first made against an Insured during the Extended Reporting Period and first reported by an Insured in accordance with Section VIII.A.1., provided always that **Claims** reported during the Extended Reported Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy.

The **LIMIT OF LIABILITY** that applies at the end of the Policy Period is not renewed or increased and the Limits, as shown in the Declarations, shall not be increased in any way by the addition of the Extended Reporting Period, if purchased.

C. If, during the Policy Period, any of the following changes occur:

1. the acquisition of an Insured, or of all or substantially all of its assets, by another entity, or the merger or consolidation of an Insured into or with another entity such that the Insured is not the surviving entity; or

2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate over fifty percent (50%) of the directors of an Insured;

coverage under this policy will continue in full force and effect with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed before such change, but coverage will cease with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed after such change. After any such change, this policy may not be cancelled, regardless of **CONDITIONS** section **VIII.E** Cancellation, and the entire Premium for the policy will be deemed fully earned.

IV. WHERE COVERAGE IS PROVIDED

This policy covers **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** that happen anywhere in the world.

V. WHO IS INSURED

A. Individual. If you are shown in the Declarations as an individual, you and your spouse are Insureds but only for the conduct of a business of which you are the sole owner.

B. Corporation. If you are shown in the Declarations as a corporation or organization other than a partnership or joint venture, you are an Insured. Your stockholders are also Insureds, but only with respect to their liability as your stockholders.

C. Partnership or Joint Venture. If you are shown in the Declarations as a partnership or joint venture, you are an Insured. Your partners or co-venturers and their spouses are also Insureds, but only for the conduct of your business.

However, no person nor organization is covered for the conduct of any current or past partnership or joint venture not named in the Declarations.

D. Employees. Your **Employees**, executive officers, directors and your trustees are Insureds. Your **Employee's** status as an Insured will be determined as of the date of the **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**, which caused an **Insured Event** or, if purchased, a **Third Party Insured Event**.

E. Mergers and Acquisitions. Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 20% of the total number of your **Employees**

as of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own at least fifty one percent (51%) of it. Within thirty (30) days prior to the expiration of the policy, the Insured shall give us written notice as to all such organizations. If you acquire, form or merge with any organization that has more than 20% of the total number of your **Employees** as of the inception date of this policy, such organization is also an Insured if you own at least fifty one (51%) of it; provided, however, no such organization is covered for more than forty five (45) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or formed unless we agree to cover such acquisition or newly formed organization within such forty five (45) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

VI. LIMIT OF LIABILITY

A. The amount shown at Item 4(a) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period for **Loss** that results from any **One Insured Event** regardless of the number of **Claims**.

B. The amount shown at Item 4(b) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period for **Loss** that results from any **One Third Party Insured Event**, regardless of the number of **Claims**.

C. The amount shown at Item 4(c) in the Declarations is the Additional Defense Limit we will pay for **Defense Costs** incurred in the defense of **Claims**. **Defense Costs** shall apply first to and reduce the Additional Defense Limit which shall be in addition to, and not part of, the Aggregate Limit of Liability. The Additional Defense Limit is applicable to **Defense Costs** only and upon exhaustion of the Additional Defense Limit, **Defense Costs** incurred thereafter shall be part of and not in addition to the Aggregate Limit of Liability and payment of **Defense Costs** reduces and may exhaust the Aggregate Limit of Liability. Notwithstanding the foregoing, if the Aggregate Limit of Liability is exhausted by the payment of **Loss**, other than **Defense Costs**, or tendered to the Named Insured, the Additional Defense Limit shall also be deemed exhausted and no further **Defense Costs** will be paid.

D. The amount shown at Item 4(d) in the Declarations is the most we will pay for the combined total of all **Claims** first made or brought during the Policy Period for **Loss** that results from all **Insured Events** and **Third Party Insured Events** including **Defense Costs** incurred after the Additional Defense Limit has been exhausted.

If this Policy Period is extended, the Limits, as shown in the Declarations shall not in any way increase. For purposes of the **LIMIT OF LIABILITY,** any policy extension is considered to be part of and not in addition to the former Policy Period.

VII. SELF INSURED RETENTION

Our obligation to pay under this policy applies only to the amount of **Loss** in excess of any Self Insured Retention amount, as shown in the Declarations, and the **LIMIT OF LIABILITY** will not be reduced by the amount of such Self Insured Retention.

The Self Insured Retention amount will apply separately to each **Claim** made, however, it will only apply once to all **Claims** arising out of any **One Insured Event** or, if purchased, any **One Third Party Insured Event** regardless of the number of claimants who allege damages.

VIII. CONDITIONS

We have no duty to provide coverage under this policy unless there has been full compliance with all the conditions contained in this policy.

A. Duties in the event of a Claim

1. You must see to it that we or our Authorized Representatives, as shown in the Declarations, receive notice in writing as soon as practicable, but in no event more than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Without negating the foregoing requirements, such notice of **Claim** must also be reported no later than sixty (60) days after the end of the Policy Period or, if applicable, the Extended Reporting Period. Your notification should include:

   (a) The identity of the person(s) alleging **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**;

   (b) the identity of any Insured(s) who allegedly committed the **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**;

   (c) the identity of any witnesses to the alleged **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**; and

   (d) the date(s) an **Insured Event** or, if purchased, a **Third Party Insured Event** took place.

2. You and any other Insured must:

   (a) immediately send us or our Authorized Representatives, as shown in the Declarations, copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;

   (b) authorize us or our Authorized Representatives, as shown in the Declarations, to obtain statements, records and other information;

   (c) co-operate with us or our Authorized Representatives, as shown in the Declarations, in the investigation or defense of the **Claim**; and

   (d) assist us or our Authorized Representatives, as shown in the Declarations, in the enforcement of any right against any person or organization which may be liable to an Insured because of **Loss** to which this policy may also apply.

3. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent. Subsequent payments that are deemed by us as having been prejudiced by any such voluntary payment will also be the sole responsibility of the Insured.

   We have no liability to pay costs that you incur prior to providing notice in accordance with this Section, nor shall any such costs be permitted to erode the Self-Insured Retention that may be applicable.

B. Report of a Potential Claim

Solely at an Insured's option, an Insured may within the Policy Period report an oral complaint:

1. by an **Employee**, former **Employee** or applicant for employment alleging **Discrimination**, **Harassment** and/or **Inappropriate Employment Conduct**; or

2. by a natural person who is not an **Employee** of any Insured alleging **Inappropriate Third Party Conduct**.

If such report is received by us or our Authorized Representatives, as shown in the Declarations, within the Policy Period then any **Claim** subsequently arising from such oral complaint will be deemed to be made on the date such report was received. Such report must include the identity of the person(s) making the oral complaint.

In the event a matter that was previously reported to us in accordance with this Section VIII. B. becomes a **Claim** for which you seek coverage under this policy, you must report such **Claim** in accordance with Section VIII. A. above, even if you have previously reported in connection with this Section VIII. B.

In respect of potential claims, costs incurred prior to notice in accordance with this policy will not be applied against the Self-Insured Retention, nor shall we have any obligation to pay such pre-notice costs that might otherwise be covered by the policy.

C. Legal Action Against Us

1. No person or organization has the right under this policy:

   (a) to join us as a party or otherwise bring us into a suit asking for damages from an Insured; or

   (b) to sue us on this policy unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on final judgment against an Insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMIT OF LIABILITY**. An agreed settlement means a settlement and release of liability signed by us, an Insured and the claimant's legal representative.

D. Other Insurance

This policy shall be deemed to be primary with the following exceptions: this policy shall apply only as excess insurance over, and shall not contribute with any fiduciary liability insurance or other insurance which applies to any **Claim** for any violation of ERISA as well as insurance which applies to any **Claim** against an **Independent Contractor** or leased or temporary **Employee** or for **Inappropriate Third Party Conduct**. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of any other insurance.

E. Cancellation

You may cancel this policy by surrendering the policy to us or by mailing to us written notice stating when such cancellation shall be effective. We may not cancel this policy for any reason other than non-payment of Premium by mailing to the Named Insured at the address shown in the Declarations, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation as stated in the notice shall become the end of the Policy Period. Delivery of such written notice shall be equivalent to mailing. The notice of cancellation shall state the reason for cancellation.

If you cancel, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under this policy is reported to us on or before the date of cancellation. If we cancel, earned Premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned Premium is not a condition of cancellation.

F. Representations

By accepting this policy you agree:

1. all statements in the **Application** and any attachments as well as all other information provided to us are accurate and complete;

2. those statements are based upon representations you made to us; and

3. those representations are material to our acceptance of this risk and we have issued this policy in reliance upon the truth of your representations.

In the event that any statement or representation in the **Application** is untrue, and the person who signed the **Application** knew that such statement or representation was untrue, this policy shall not afford coverage, but only with respect to the Insured organization and the person who signed the **Application**.

G. When We Do Not Renew / Renewal

If we decide not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations, written notice of the non-renewal not less than sixty (60) days before the expiration date. The notice of nonrenewal shall state the reason for nonrenewal.

If notice is mailed, proof of mailing will be sufficient notice of non-renewal.

H. Transfer Of Rights Of Recovery Against Others to Us

If any Insured has rights to recover all or part of any payments we have made under this policy, those rights are transferred to us; the Insured must do nothing after a **Loss** to impair them. At our request, any Insured will bring suit or transfer those rights to us and help us to enforce them.

I. Bankruptcy

Bankruptcy or insolvency of any Insured or of an Insured's estate will not relieve us of our obligations under this policy.

J. Valuation and Currency

All premiums, limits, retentions, **Loss** and other amounts under this policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is reached or another element of **Loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other **Loss** is due.

K. Headings

The description in the headings and subheadings are solely for convenience, and form no part of the terms and conditions of coverage.

L. Alteration and Assignment

No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to the policy, which is issued by us. You agree that this policy constitutes the entire agreement between the Insureds and us. Notice to or knowledge possessed by either party or any agent, broker or other person acting for you or us shall not effect a waiver of or estop you or us from asserting any rights under the policy.

IX. DEFINITIONS

A. Application means each and every signed **Application**, any attachments to such **Applications**, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which succeed it in time.

B. Claim(s) means a written complaint or written charge made against an Insured or a written demand made against an Insured in which damages are alleged, injunctive relief is sought, or where specific charges of **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct** are brought.

Claim includes:

1. a civil action, suit or administrative proceeding;

2. a written request to toll or waive a statute of limitations;

3. an administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, including, but not limited to, a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Claim** shall be limited to a Notice of Violation or Order to Show Cause or a written demand for monetary or injunctive relief;

4. an arbitration or mediation or other alternative dispute resolution proceeding if you are obligated to participate in such proceeding or if you agree to participate in such proceeding with our consent; or

5. a criminal proceeding commenced by the return of an indictment or similar pleading.

Claim shall not mean any labor or grievance arbitration subject to a collective bargaining agreement.

C. **Defense Costs** means those reasonable and necessary legal fees and expenses that result from the investigation, settlement, defense or appeal of a specific **Claim** including attorney fees and expenses, the cost of legal proceedings, the cost of expert consultants and witnesses, the cost of appeal, injunction, attachment or supersedeas bonds, the cost of bonds to release property being used to secure a legal obligation (but only for bond amounts within the **LIMIT OF LIABILITY** that applies). We have no obligation to furnish any bonds.

The following are not **Defense Costs**:

1. salaries and expenses of our **Employees**, including in-house and/or coverage attorneys, salaries and expenses of any Insured's **Employees** or the fees and expenses of independent adjusters we hire; or

2. amounts incurred prior to giving notice to us or our Authorized Representatives, as shown in the Declarations.

D. **Discrimination** means any actual or alleged termination of the employment relationship, demotion, failure or refusal to hire or promote, denial of an employment benefit or the taking of any adverse or differential employment action because of race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis prohibited by federal, state or local law.

E. **Employee** means an individual whose labor or service is currently or has formerly been engaged by and directed by the Named Insured, or any covered entity. This includes applicants for employment, volunteers, part time, seasonal and temporary **Employees** as well as any individual employed in a supervisory, managerial or confidential position and **Independent Contractors**. **Employees** who are leased to another employer are not **Employees**.

F. **Harassment** means any actual or alleged unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature, where such **Harassment** is based on a factor or category prohibited by law (including sex, race, age, national origin, disability, etc.), that 1. explicitly or implicitly are made a condition of employment, 2. are used as a basis for employment

decisions, or 3. create a hostile, intimidating or offensive work environment or that interfere with performance.

G. **Inappropriate Employment Conduct** means any of the following:

1. actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful or in breach of an implied employment contract or breach of an express written employment contract (other than a collective bargaining agreement);

2. actual or alleged wrongful: demotion, evaluation, deprivation of a career opportunity or discipline;

3. actual or alleged misrepresentation in connection with an employment decision;

4. actual or alleged violation of the Family Medical Leave Act;

5. actual or alleged false imprisonment, detention or malicious prosecution in connection with an employment decision;

6. actual or alleged libel, slander, defamation of character or any invasion of right of privacy in connection with an employment decision; or

7. actual or alleged failure to: employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority.

Inappropriate Employment Conduct shall not include any allegations other than those set forth above.

H. **Inappropriate Third Party Conduct** means actual or alleged acts of discrimination or harassment by an Insured against any natural person who is not an **Employee** of any Insured occurring on or after the Third Party Retroactive Date as shown in the Declarations. **Inappropriate Third Party Conduct** shall not include actual or alleged acts of assault or battery.

I. **Independent Contractor** means any natural person **Independent Contractor** who performs labor or service solely for you on a full-time basis pursuant to a written contract or agreement, where such labor or service is under your exclusive direction. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Insured Event** or, if purchased, **Third Party Insured Event**.

J. **Insured Event** means actual or alleged acts of **Discrimination**, **Harassment**, **Retaliation** and/or **Inappropriate Employment Conduct**, by an Insured against an **Employee** or former **Employee** or applicant for employment with an Insured entity.

Insured Event shall not include **Claims** for actual or alleged violation of any federal, state or local **Wage and Hour Laws** or regulations.

K. **Loss** means money which an Insured is legally obligated to pay as a result of a **Claim** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an Insured on that part of any judgment paid by us), settlements, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law.

However, **Loss** does not include anything specifically excluded in **EXCLUSIONS: WHAT IS NOT COVERED** section **II.**, or any of the following:

1. non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought for alleged **Harassment**, **Discrimination**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**);

2. costs incurred by an Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person; costs associated with eliminating non-essential duties from the job description of a disabled person; costs associated with providing a disabled person with reasonable workplace accommodations; and costs associated with lost productivity by an employer as the result of making a reasonable workplace accommodation for a disabled person;

3. payment of insurance plan benefits by or on behalf of retired **Employees**, or that to which a claimant would have been entitled as an **Employee** had any Insured provided the claimant with a continuation of insurance;

4. liquidated damages where there is a finding of wilfulness;

5. civil or criminal fines, sanctions, liquidated damages (other than those awarded under the Age Discrimination in Employment Act or the Equal Pay Act); payroll or other taxes or other matters that may be deemed uninsurable according to the law under which this policy is construed;

6. amounts owed under federal, state or local **Wage and Hour Laws**;

7. commissions, bonuses, profit sharing or benefits including but not limited to medical, stock options, vacation, holiday, and/or sick pay;

8. severance pay;

9. damages determined to be owing under an express written contract of employment or obligation to make payments, including consequential and liquidated damages;

10. future salary, wages, bonus, commissions and/or benefits resulting from a settlement of a **Claim**, judgment, order or award that results in the rehiring, promotion or reinstatement of an **Employee**;

11. awards, costs, judgments, or orders resulting from a finding of contempt of court or violation of a court order or administrative decree; or

12. any payment, incentive, or other compensation that is granted in the form of securities of an Insured or is based on the value of securities of an Insured.

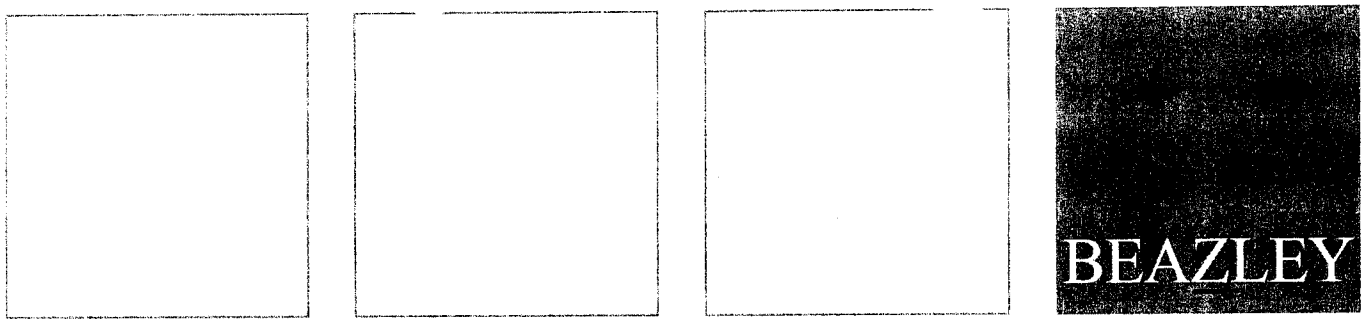
L. **One Insured Event** means (1) one or more covered allegations of **Discrimination, Harassment, Retaliation** and/or **Inappropriate Employment Conduct** which are related by an unbroken chain of events or (2) class action or multiple claimant or multiple plaintiff suits arising out of related **Insured Events**.

M. **One Third Party Insured Event** means one or more covered allegations of **Inappropriate Third Party Conduct** that are related by an unbroken chain of events.

N. **Retaliation** means any actual or alleged **Discrimination, Harassment** and/or **Inappropriate Employment Conduct** against an **Employee** on account of such **Employee's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Employee** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

O. **Third Party Insured Event** means actual or alleged acts of **Inappropriate Third Party Conduct** by an Insured against any natural person who is not an **Employee** of any Insured occurring on or after the Third Party Retroactive Date as shown in the Declarations.

P. **Wage and Hour Law** means any federal, state or local law governing or related to thepayment of wages including the payment of overtime, on-call time or minimum wages or the classification of **Employees** for the purpose of determining **Employees'** eligibility for compensation under such law(s).



Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE

NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

1. The first sentence of Clause **I. COVERAGE: WHAT IS COVERED A.** is amended by the addition of the following after the words "Policy Period":

   ", Automatic Extension Period"

2. Clause **I. COVERAGE: WHAT IS COVERED B.** is amended by the addition of the following after the words "Policy Period":

   ", Automatic Extension Period"

3. Clause **III. WHEN COVERAGE IS PROVIDED B.** is deleted and replaced with the following:

   B. Automatic Extension Period And Extended Reporting Period. If you or we non-renew or cancel this policy, the Named Insured shall have an automatic thirty (30) day extended reporting period following the termination of the Policy Period, provided always that **Claims** reported during the Automatic Extension Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy. This period shall be referred to in this policy as the "Automatic Extension Period".

   If you or we non-renew or cancel this policy, an Extended Reporting Period equal to the period of time set forth in Item 11(b) of the Declarations can be added by means of an Extended Reporting Period Endorsement along with the payment of the additional Premium set forth in Item 11(a) of the Declarations.

   The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

   However, the Extended Reporting Period will not apply to any **Claim** if other insurance you buy covers you or would cover you if its limits of coverage had not been exhausted.

   Coverage under the Automatic Extension Period and, if purchased, the Extended Reporting Period is with respect to **Claims** first made against an Insured during the

Automatic Extension Period and, if purchased, the Extended Reporting Period and first reported by an Insured in accordance with Clause **VIII.A.1.**, provided always that **Claims** reported during the Automatic Extension Period and, if purchased, the Extended Reporting Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy.

The **LIMIT OF LIABILITY** that applies at the end of the Policy Period is not renewed or increased and the Limits, as shown in the Declarations, shall not be increased in any way by the addition of the Automatic Extension Period and, if purchased, the Extended Reporting Period.

4. Clause **VIII. CONDITIONS A. Duties in the event of a Claim 1.** is amended by the addition of the following:

The reporting extension afforded by the requirement that notice of any **Claim** be reported no later than sixty (60) days after the end of the Policy Period shall run concurrently with, and not in addition to, the Automatic Extension Period.

5. The first paragraph of Clause **VIII. CONDITIONS E. Cancellation** is amended by the addition of the following:

The notice of cancellation shall state the amount of premium due and the due date. The notice of cancellation shall be sent by certified mail or by first class mail, if at the time of mailing we have obtained from the Post Office Department a date stamped proof of mailing showing the name and address of the Named Insured, and we have retained a duplicate copy of the mailed notice. No cancellation for nonpayment of premium shall be effective if payment of the amount due is made prior to the effective date set forth in the notice.

6. The second paragraph of Clause **VIII. CONDITIONS E. Cancellation.** is amended by the addition of the following:

If this policy is cancelled by the Named Insured, we shall send the Named Insured any premium refund within a reasonable time not to exceed sixty (60) days of the date of cancellation or date of notice, whichever occurs last, or sixty (60) days after the completion of any payroll audit necessary to determine the amount of premium earned while the policy was in force.

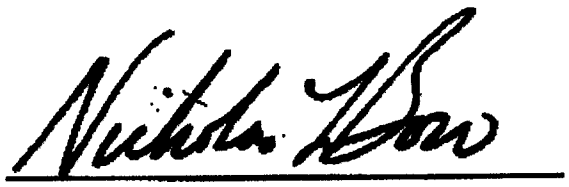
7. Clause **VIII. CONDITIONS G. When We Do Not Renew / Renewal** is deleted and replaced with the following:

If we decide not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations written notice of the non-renewal not more than one hundred twenty (120) days but not less than thirty (30) days before the end of the Policy Period. The notice of nonrenewal shall state the reason for nonrenewal. The notice of nonrenewal shall be sent by certified mail or by first class mail, if at the time of mailing we have obtained from the Post Office Department a date stamped proof of mailing showing the name and address of the Named Insured, and we have retained a duplicate copy of the mailed notice.

If we decide to renew this policy, we will mail or deliver written notice of the amount of the renewal premium and any change in contract terms to the Named Insured not more than one hundred twenty (120) days but not less than thirty (30) days prior to the due date of the premium and shall state the effect of nonpayment of premium by the due date.

Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the Insured. The underwriting reasons or guidelines that we can use to cancel or nonrenew this policy are maintained by us in writing and will be furnished to the Insured and/or the Insured's lawful representative upon written request. This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

All other terms and conditions of this policy remain unchanged.



Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Insurer has relied upon the statements in the ZURICH Renewal Application for Employment Practices Liability (Form U-EPL-105-B CW 92/000), including materials attached thereto, completed by the entity designated in Item 1 of the Declarations and signed and dated on 18-November-2005 by Director Risk Management of American Water Works Company, Inc. and such application is made a part of this insurance Policy and operates as the Insurer's own **Application**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE

DECLARATIONS AMENDMENT - SELF INSURED RETENTION FOR CLASS ACTIONS, MULTIPLE CLAIMANTS AND MULTIPLE PLAINTIFFS' CLAIMS

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the policy, it is hereby understood and agreed that Item 5. of the Policy Declarations is deleted and the following is substituted therefor:

5. SELF INSURED RETENTION (INCLUDES DEFENSE COSTS):

Any **One Insured Event** as defined in part (1) of the **One Insured Event** definition	$ 500,000
Any **One Insured Event** as defined in part (2) of the **One Insured Event** definition	$ 500,000
Any **One Third Party Insured Event**	$ 500,000

All other terms and conditions of this policy remain unchanged.

Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

AMEND INSURED TO INCLUDE PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who is Insured is amended to include the following person(s) or entity(ies):

Thames Water Aqua US Holdings, Inc.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

CLAIM REPORTING AND SETTLEMENT THRESHOLD

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely with respect to any **Claim** (other than a **Claim** brought by or on behalf of a class of plaintiffs whether certified as such or not) for as long as the **Insured** reasonably believes **Loss** plus **Defense Costs** resulting from such **Claim** will not exceed 50% of the Self Insured Retention, Clause VIII. Conditions A. shall not apply.

2. With respect to any **Claim** to which paragraph 1. above applies, the **Insured** will report such **Claims** with current details to the Insurer on a semi-annual basis during the policy period 6 months after inception and with the renewal application.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

AMEND INSURED TO INCLUDE SCHEDULED ENTITY AS CO-DEFENDANT (VICARIOUS LIABILITY ONLY)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who Is Insured. is amended to include the entity(ies) scheduled below (each an "Additional Insured"), but only:

1. during such time that such Additional Insured is a co-defendant together with any other Insured other than an Additional Insured; and

2. for **Insured Events** of any other Insured other than an Additional Insured.

RWE, AG

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

LIBERALIZATION CLAUSE

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that if, during the Policy Period, this policy form (BIC/BSLEP00020405) is replaced or updated, any expansion or extension of coverage in such replacement or updated form will apply to expand or extend the coverage under this Policy in the same manner to the extent it does not conflict with any endorsement to this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

NON-DUTY TO DEFEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. Coverage What Is Covered D. Defense is deleted and replaced with the following:

D. It shall be the duty of the Insureds and not our duty to defend **Claims**, including the right to select counsel. We will have the right and shall be given the opportunity to effectively associate with the Insureds in the investigation, defense and settlement of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder.

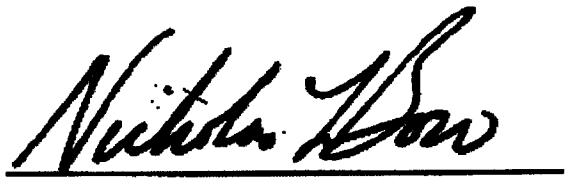
The Insureds shall not settle any **Claim**, incur any **Defense Costs** in excess of $175,000, admit or assume any liability, stipulate to any judgment or otherwise assume any contractual obligation without our prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs** in excess of $10,000,000 assumed obligation, admission or stipulated judgment to which they have not consented or for which the Insureds are not legally obligated as a result of a **Claim** for an **Insured Event**. Notwithstanding the foregoing, if all Insureds are able to fully and finally dispose of, with prejudice, all **Claims** that are subject to one Retention for an amount not exceeding such Retention, including **Defense Costs**, then the Insurer's consent shall not be required for such disposition.

Subject to Clauses VII., we shall advance on behalf of the Insureds, **Defense Costs** which the Insureds have incurred in connection with a **Claim** made against them, prior to the final disposition of such **Claim**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the Insureds, severally according to their interests, shall repay such **Defense Costs** to us. We shall pay **Defense Costs** no more than once every ninety (90) days. All **Defense Costs** are subject to an hourly attorney rate cap for partners, associates and paralegals equal to the most favorable rate charged by the law firm at the time the **Claim** has been made to any other client for similar cases. In no event will such rate exceed $250 / hour for partners and $100 / hour for paralegals. We shall not be responsible for **Defense Costs** in excess of such rate cap through the life of such **Claim** and rates in excess of such rate cap shall not count against any Retention.

If both **Loss** covered by this Policy and loss not covered by this Policy are incurred, either because a **Claim** made against the Insured contains both covered and non-covered matters, or because a **Claim** is made against both the Insured and others not insured under this Policy, the Insured and the Insurer will use their best efforts to determine a fair and appropriate allocation between that portion of **Loss** that is covered under this Policy

and that portion of loss that is not covered under this Policy. Additionally, the Insured and the Insurer agree that in determining a fair and appropriate allocation of **Loss**, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **Claim** by the Insured and others.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative
01-March-2006

Effective date of this Endorsement: 01-February-2006
This Endorsement is attached to and forms a part of Policy Number: V100EO06PNTE
Insurer: Beazley Insurance Company, Inc.

AMERICAN WATER WORKS COMPANY, INC. – AMEND ACQUISITION THRESHOLD

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who Is Insured E. Mergers and Acquisitions is deleted and replaced with the following:

E. Mergers and Acquisitions. Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 20% of the total number of your **Employees** or 1,500 **Employees**, whichever is less, as of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own at least fifty one percent (51%) of it. Within thirty (30) days prior to the expiration of the policy, the Insured shall give us written notice as to all such organizations. If you acquire, form or merge with any organization that has more than 20% of the total number of your **Employees** as of the inception date of this policy or 1,500 **Employees** whichever is less, such organization is also an Insured if you own at least fifty one (51%) of it; provided, however, no such organization is covered for more than sixty (60) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or formed unless we agree to cover such acquisition or newly formed organization within such sixty (60) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
01-March-2006

ZURICH

Renewal Application for Employment Practices Liability Insurance

PLEASE NOTE:

- **Employment Practices Liability Insurance is written on a claims-made basis and covers only Claims first made against the Insured Persons during the Policy Period or the Extended Reporting Period, if exercised. The Limit of Liability available to pay judgments or settlements shall be reduced by amounts incurred as Defense Costs.**
- **This application and all exhibits attached shall form a part of this proposal and shall be held in strictest confidence.**

The following material must be attached to this application, if there has been any changes:

1. Employee Handbook/Manual (including copies of Sexual Harassment Policy, ADA Policy, Family Medical Leave Policy, Termination Procedures and Progressive Disciplinary Policies), EEO Statement, At-Will Policy
2. Employment Applicant Forms
3. Employee Performance Evaluation Forms
4. Affirmative Action Plan (if applicable)

Please indicate if any of the materials requested above are not attached to this application and the reason why.

The following material must be attached to this application (if applicable):

1. Foreign Operation Information Supplemental Form
2. Claim Information Supplemental Form
3. Downsizing/Layoff Information Supplemental Form

This application is submitted by:

Insurance Agency/Agent: Marsh Inc. _____

Address: 1166 Avenue of the Americas, NY, NY 10036 _____

Please submit this completed proposal Application with all attachments to:

Zurich-American Specialties
Executive Assurance Department
One Liberty Plaza, 30th Floor
New York, New York 10006

lease answer all of the following questions and indicate if a question is not applicable.

1. GENERAL INFORMATION

A. (1) Name of Parent Company **American Water Works Company, Inc.**

(2) Address **1025 Laurel Oak Road**

City/State/Zip **Voorhees, NJ 08043**

B. (1) Name of Person to Contact **James P. Li**

(2) Title and Phone **Director, Risk Management 856-782-3682**

2. EMPLOYEES

A. Please provide current number of employees by state/country. For additional states attach a separate sheet.

SEE ATTACHED

State/Country Breakdown	# of Full Time Employees	# of Part Time Employees	# of Seasonal Employees
1.			
2.			
Total	**6,289**		

B. What was the Parent Company's annual percentage turnover rate of employees last year? (Turnover rates should be calculated as follows: number of separations during the month divided by the average number of employees on payroll during the next month x 12.):

Year	Annual % Rate of Employee Turnover
2005	**7%**

3. EMPLOYMENT PRACTICES

A. Does the Parent Company anticipate any plant, facility, branch or office closings, consolidations or layoffs within the next 24 months? __Yes _X_No

B. Have there been any plant, facility, branch or office closings, consolidations or layoffs within the previous 12 months? X Yes No If yes, please complete and attach the Downsizing/Layoff Supplement.

Elizabethtown NJ Call Center including 50 customer service representatives will close 4/1/05.

C. If the answer to the above is Yes, how many employees have been, or will be effected? **50**
Is severance available for laid off employees? X Yes No

D. If the answer to C. above is Yes, on a separate sheet, please provide details indicating the terms of severance and if releases are utilized?

E. How many terminations, not including layoffs, RIFS, or downsizings, have occurred within the previous 12 months? Please provide a breakdown of terminations into the following categories:

	Number of Employees Terminated
1. Voluntary or Mutual Termination with Severance (*)	0
2. Voluntary or Mutual Termination without Severance	0
3. Involuntary Termination with Corrective Action	**Yes. Records are not kept. Minimal activities.**
4. Involuntary Termination with Learning Period (failure to meet standards)	**Yes. Records are not kept. Minimal activities.**

(*) Are releases always utilized when Mutual Terminations with Severance occurs? X Yes No

4. LOSS HISTORY

A. Are you aware of any fact(s), incident(s), act(s), event(s), or circumstance(s) that may reasonably result in any claim(s) being made against you that Zurich has not been put on notice for? Yes X No If yes, please provide details on a separate sheet.

5. CORPORATE HISTORY

If the response is Yes to any of the following, please attach details on a separate piece of paper.

A. Has the Parent Company acquired any companies in the past year? X Yes No

Company historically will complete "tuck ins" or acquire neighboring water and wastewater treatment operations to existing operations if the opportunity is feasible.

B. Did the purchase include assumption of liabilities? Yes X No

C. With respect to acquired companies, were any employees or officers terminated or does the Parent Company plan in the next 18 months to terminate any employees or officers? Yes X No

D. Has the Parent Company sold any companies in the last year? X Yes No – **Ashbrook Corporation, effective 1/28/05**
If yes, did the Parent Company transfer the liabilities? X Yes No

6. FALSE INFORMATION

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in any application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fine. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer submits an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed $5,000 and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such persons to criminal and civil penalties.

All Other States: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions.

7. DECLARATIONS AND SIGNATURE

The undersigned declares that to the best of his or her knowledge and belief the statements set forth herein are true. The signing of this application does not bind the Underwriter, the Parent Company or its proposed Insured Persons to effect insurance. The undersigned agrees that this application and its attachments shall be the basis of the contract should a policy be issued and shall be deemed attached to and shall form part of the policy. The Underwriter is hereby authorized to make any investigation and inquiry in connection with this application that it deems necessary.

The undersigned, on behalf of all proposed Insured Persons, agrees that if the information in the declarations and representations contained in this application and its attachments materially changes between the date of this application and the inception of the proposed coverage, the undersigned will immediately report in writing to the Underwriter such change, and the Underwriter may withdraw or modify any outstanding quotations or agreements to bind coverage. The undersigned acknowledges and agrees that the Underwriter's receipt of such written report, prior to inception of the proposed coverage, is a condition precedent to coverage.

This application must be signed by the Chairman of the Board or President of the Parent Company.

Signature _____ Title **Director Risk Management** _____ Date 11-18-05

ST PAUL TRAVELERS

SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your Workers' Compensation insurance. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns safety and accident prevention. Our Risk Control department has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations as well as provide access to numerous safety-related materials.

Among others, we have experience in a variety of industries including manufacturing, wholesale and retail businesses, service organizations, technology-related business, oil and gas-based business, and the public sector.

The following are some examples of our available safety services:

Accident Prevention - Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, and recommend measures for reducing or eliminating these hazards.

Analysis of Accident Causes - Although you investigate and keep records of accidents, we're available to help if needed.

Safety Consultations - Our field staff, including field specialists, can help you with special problems such as ergonomics and human factors.

Industrial Hygiene/Health Services - We have the facilities and resources to answer your questions concerning job related industrial hygiene/health issues and to measure exposure to industrial hygiene hazards.

Safety Literature, CD-ROMS and Videos - We can provide you with top-notch safety-related literature, CD-ROMS, and videos to assist in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials, including brochures, pamphlets and videos.

Safety Training - We offer face-to-face classroom courses that explore the risks our policyholders face and ways for them to control losses.

Internet Website - Visit the Risk Control website for helpful safety information at:
(http://www.stpaultravelers.com/riskcontrol)
This website also has links to other safety-related Internet sites.

Please note: For ALL loss control assistance requests, please contact your local office directly, which is listed on one of the following pages.

St. Paul Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See the remainder of this document for the Risk Control office nearest to you.

SAFETY IS YOUR CONCERN

U. S. employers spend billions of dollars each year on the direct and indirect costs of work-related accidents. Dollar figures can't begin to reflect the pain and suffering of an injured worker and his or her family. But they do give some indication of the multiple consequences of a job-related accident... loss of time, interrupted production, damaged materials and equipment, the expense of retraining or replacing an injured worker, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both employers and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF-INSPECTION PROGRAM:

* Do you conduct periodic surveys of pemises?... equipment?... operations?

SELF-INSPECTION PROGRAM (continued)

* Do you analyze each job to find inherent hazards?
* If you discover hazards, do you follow up with immediate corrective action?
* Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

* Do you investigate each accident?...determine the cause?
* Do you take immediate steps to prevent a recurrence?
* Do you keep records of accident investigations and follow-up measures?
* Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

* Do you take the time to train each of your employees to perform tasks safely?
* Do more-experienced employees receive training to correct bad habits that have developed over time?
* Do all employees understand that safety is an important part of their jobs?

ST PAUL TRAVELERS

FIELD OFFICE CONTACT INFORMATION
FOR SAFETY SERVICES ONLY

ALABAMA

Birmingham
3000 Riverchase Galleria,
Suite 600
Birmingham, AL 35244
(205) 982-4583

ALASKA

Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

ARIZONA

Phoenix
2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
(602) 861-8623

ARKANSAS

St. Louis, MO
940 West Port Plaza
Maryland Heights, MO 63146
(314) 579-8282

CALIFORNIA

Diamond Bar
21688 Gateway Center Drive
P.O. Box 6512
Diamond Bar, CA 91765-8512
(909) 612-3500

Glendale
700 N. Central Avenue, 8th Floor
P.O. Box 1840
Glendale, CA 91209
(818) 409-4220

Los Angeles
80 South Figueroa St., Suite 500
Los Angeles, CA 90017
(909) 612-3500

Sacramento
10680 White Rock Road
Rancho Cordova, CA 95670
(916) 638-6404

San Diego
9325 Sky Park Court, Suite 220
San Diego, CA 92123
(858) 616-6285

Walnut Creek
225 Lennon Lane, Suite 200
P.O. Box 8090
Walnut Creek, CA 94596-8090
(925) 945-4171

COLORADO

Denver
7600 E. Orchard Rd., Suite 380
Englewood, CO 80111
P.O. Box 173713
Greenwood Village, CO 80111
(303) 740-1691

CONNECTICUT

Hartford
300 Windsor Street
Hartford, CT 06120
(860) 277-5980

DELAWARE

Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

DISTRICT OF COLUMBIA

Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

FLORIDA

Orlando
Gtwy Ctr-1000 Legion Place,
10th Floor
P.O. Box 3555
Orlando, FL 32802-3555
(407) 649-2596

GEORGIA

Atlanta
4400 North Point Parkway
2nd Floor
Alpharetta, GA 30022
(770) 521-3020

HAWAII

Diamond Bar, CA
21688 Gateway Center Drive
P.O. Box 6512
Diamond Bar, CA 91765-8512
(909) 612-3500

IDAHO

Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

ILLINOIS

Chicago
190 S. LaSalle Street
Suite 960
Chicago, IL 60603
(312) 609-2936

Naperville
215 Shuman Boulevard
P.O. Box 3208
Naperville. IL 60566
(630) 961-8074

INDIANA

Indianapolis
9001 Wesleyan Rd., Suite 101
Indianapolis, IN 46268
(317) 532-5740

IOWA

Des Moines
7101 Vista Dr.
West Des Moines, IA 50266-9313
(651) 310-4422

KANSAS

Kansas City
7600 College Blvd.
Overland Park, KS 66210
(913) 661-3679

KENTUCKY

Louisville
9911 Shelbyville Rd., Suite 200
Louisville, KY 40223
(502) 429-7390

LOUISIANA

New Orleans
3900 N. Causeway, Suite 950
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
(504) 832-8206

MAINE

Portland, ME
207 Larrabee Road, Suite 3
Westbrook. ME 04092
(207) 857-2021

MARYLAND

Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

MASSACHUSETTS

Boston
100 Summer Street, Suite 201A
Boston, MA 02110
(617) 984-1284

Hudson
1 Cabot Road, Suite 200
Hudson, MA 01749
(617) 984-1284

Quincy
300 Crown Colony Drive
Quincy, MA 02169
P.O. Box 943
Boston, MA 02103-0943
(617) 984-1284

MICHIGAN

Grand Rapids
3777 Sparks Ave., SE, Suite 200
P.O. Box 3010
Grand Rapids, MI 49501-0323
(616) 942-4344

Troy
1301 W. Long Lake Rd., Suite 300
Troy, MI 48098
(248) 267-0851

ST PAUL TRAVELERS

FIELD OFFICE CONTACT INFORMATION
FOR SAFETY SERVICES ONLY

MINNESOTA
St. Paul
385 Washington St., MC 104P
St. Paul, MN 55102
(651) 310-4422

MISSISSIPPI
New Orleans
3900 N. Causeway, Suite 950
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
(504) 836-8206

MISSOURI
Maryland Heights
940 West Port Place
Maryland Heights, MO 63146
(314) 579-8282

Kansas City
7600 College Blvd.
Overland Park, KS 66210
(913) 661-3679

Missouri Workers' Compensation Plan (MWCP)
5757 Phantom Dr., Suite 250
P.O. Box 42021
Hazelwood, MO 63042
(314) 551-3208

MONTANA
Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

NEBRASKA
Omaha
11516 Miracle Hills Dr., Suite 400
Omaha, NE 68154
(913) 661-3679

NEVADA
Las Vegas
1850 E Flamingo, Suite 202
Las Vegas, NV 89119
(909) 612-3500

NEW HAMPSHIRE
Portland, ME
207 Larrabee Road, Suite 3
Westbrook. ME 04092
(207) 857-2021

NEW JERSEY
Morris Plains
1100 American Road, 2nd Floor
Morris Plains, NJ 07950
(973) 606-5245

Pennsauken
4350 Haddonfield Road
Pennsauken, NJ 08109
(856) 488-5942

NEW MEXICO
Phoenix
2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
(602) 861-8623

NEW YORK
Albany
900 Watervliet-Shaker Road
Albany, NY 12205
(315) 424-7231

Buffalo
60 Lakefront Blvd.
P.O. Box 242
Buffalo, NY 14240-0242
(315) 424-7231

East Meadow
90 Merrick Ave., 4th Floor
East Meadow, NY 11554-1593
(973) 606-5245

New York
One Whitehall Street
New York, NY 10004-2108
(973) 606-5245

Rochester
75 Town Centre Drive
P.O. Box 23235
Rochester, NY 14692-3235
(315) 424-7231

Syracuse
440 South Warren Street
P.O. Box 4963
Syracuse, NY 13221-4963
(315) 424-7231

NORTH CAROLINA
Charlotte
11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
(704) 540-3216

Raleigh
3733 National Drive, Suite 200
Raleigh, NC 27612
(919) 420-1873

NORTH DAKOTA
St. Paul, MN
385 Washington St.
St. Paul, MN 55102
(651) 310-4422

OHIO
Cincinnati
895 Central Avenue, Suite 800
Cincinnati, OH 45202
(216) 348-7544

Cleveland
Skylight Office Tower
1660 W. 2nd St., Suite 500
Cleveland, OH 44113-1454
(216) 348-7544

OKLAHOMA
Tulsa
9820 East 41st Street, Suite 401
P.O. Box 3510
Tulsa, OK 74101
(913) 661-3679

OREGON
Portland
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

PENNSYLVANIA
Harrisburg
5001 Louise Drive
Mechanicsburg, PA 17055
(717) 691-5101

Philadelphia
460 Norristown Rd., Suite 300
Blue Bell, PA 19422
(717) 691-5101

Pittsburgh
800 Two Chatham Center
Pittsburgh, PA 15219-2502
(412) 338-3082

Reading
1105 Berkshire Blvd.
P.O. Box 13426
Wyomissing, PA 19612-3426
(717) 691-5101

RHODE ISLAND
Quincy
300 Crown Colony Drive
Quincy, MA 02169
P.O. Box 943
Boston, MA 02103-0943
(617) 984-1284

SOUTH CAROLINA
Charlotte
11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
(704) 540-3216

SOUTH DAKOTA
St. Paul, MN
385 Washington St.,
St. Paul, MN 55102
(651) 310-4422

TENNESSEE
Memphis
6750 Poplar Ave., Suite 408
P.O. Box 171225
Memphis, TN 38187
(901) 756-3011

Nashville
9020 Overlook Blvd., Suite 150
Brentwood, TN 37027
(615) 372-7747

ST PAUL TRAVELERS

FIELD OFFICE CONTACT INFORMATION
FOR SAFETY SERVICES ONLY

TEXAS

Dallas
1301 E Collins Blvd., Suite 300
Richardson, TX 75081
(214) 570-6194

Houston
3900 N. Causeway, Suite 950
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
(504) 836-8206

UTAH

Denver, CO
7600 E. Orchard Rd., Suite 380
Greenwood Village, CO 80111
P.O. Box 173713
Denver, CO 80217
(303) 740-1691

VERMONT

Portland, ME
207 Larrabee Road, Suite 3
Westbrook, ME 04092
(207) 857-2021

VIRGINIA

Richmond
300 Arboretum Place
P.O. Box 26426
Richmond, VA 23260-6426
(804) 330-6060

Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

WASHINGTON

Seattle
1501 4th Avenue, Suite 400
Seattle, WA 98101
(206) 464-3463

WEST VIRGINIA

Pittsburgh, PA
800 Two Chatham Center
Pittsburgh, PA 15219-2502
(412) 338-3082

WISCONSIN

Milwaukee
445 S. Moorland Ave., 2nd Floor
Brookfield, WI 53005
P.O. Box 3032
Milwaukee, WI 53201-3032
(262) 797-3113

Waukesha
20800 Swenson Dr.
Waukesha, WI 53186
(262) 784-5530 ext. 117

WYOMING

Denver, CO
7600 E. Orchard Rd., Suite 380
Greenwood Village, CO 80111
P.O. Box 173713
Denver, CO 80217
(303) 740-1691

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

A Custom Insurance Policy Prepared for:

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (A)**

POLICY NUMBER: (TC2NUB-121D320-6-06)

NJ TAX IDENTIFICATION NO.: 510063696000 RENEWAL OF (TC2NUB-121D320-6-05)

INSURER: THE PHOENIX INSURANCE COMPANY

NCCI CO CODE: 12610

1.

INSURED:

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

PRODUCER:

MARSH USA-NYC
1166 AVENUE OF THE AMERICAS
NEW YORK NY 10036

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-06 to 01-01-07 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AL CA CT FL GA HI IA IL IN KS KY LA MD ME MI MO NC NH NJ NM NY OK
PA SC TN TX VA

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1000000	Each Accident
Bodily Injury by Disease:	$	1000000	Policy Limit
Bodily Injury by Disease:	$	1000000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AR CO DC DE ID MN MS MT NE NV RI UT VT

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 02-08-06 SH
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (A)**

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 4941

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	8743247
PREMIUM DISCOUNT		NONE
0900-12 EXPENSE CONSTANT		260
FOREIGN TERRORISM / TRIA		INCLUDED
DOMESTIC TERRORISM, EQ & CAT-DTEC		SEE WC000421
DEDUCTIBLE CREDIT		8106179
TOTAL ESTIMATED PREMIUM		1186205
TAXES AND SURCHARGES		229141
DEPOSIT AMOUNT DUE		1415346
		AMS BINDER BILLED # 218906

Minimum Premium: $1000 EMPLOYERS LIABILITY MINIMUM: $150

OTHER MINIMUMS ARE INDICATED ON THE APPLICABLE SCHEDULE(S)

DATE OF ISSUE: 02-08-06 SH
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026 COUNTERSIGNED-AGENT

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
880 KUHN DR CHULA VISTA, CA 91914				
CLERICAL OFFICE EMPLOYEES NOC	8810	38066	1.13	430

CA MANUAL PREMIUM $ 604469

2.80% CO. SURCHG.-EMPL LIAB INCR LIMITS(0120)	$	12
88.33% DEDUCTIBLE CREDIT (9964)		390
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		52
EXPERIENCE MODIFICATION: .85 MODIFIED PREMIUM		44
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		44
2.00% CIGA SURCHARGE		8
.59% CA USER.39% FRAUD.08% UEBT.08% SIBT.04%		2
TOTAL ESTIMATED PREMIUM		54
DEPOSIT AMOUNT DUE		54

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 1 OF MORE

003383

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 22				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, CA 95814				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	41061	8.36	3433
CLERICAL OFFICE EMPLOYEES NOC	8810	365221	1.13	4127

2.80% CO. SURCHG.-EMPL LIAB INCR LIMITS(0120)	$	212
88.33% DEDUCTIBLE CREDIT (9964)		6865
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		907
EXPERIENCE MODIFICATION: .85 MODIFIED PREMIUM		771
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		771
2.00% CIGA SURCHARGE		132
.59% CA USER.39% FRAUD.08% UEBT.08% SIBT.04%		39
TOTAL ESTIMATED PREMIUM		942
DEPOSIT AMOUNT DUE		942

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 2 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-CT

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORK SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, CT 06101				
WATERWORKS OPERATION & D	7520	251326	8.23	20684
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

CT MANUAL PREMIUM $ 21287

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 579
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	21263
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	28705
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	28705
4.00% CT SECOND INJURY FUND SURCHARGE	1148
1.50% CT ASSESSMENT FUND	431
DEDUCTIBLE CREDIT (9663)	25355
TOTAL ESTIMATED PREMIUM	4929
DEPOSIT AMOUNT DUE	4929

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 3 OF MORE

003384

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, FL 32301				
WATERWORKS OPERATION & D	7520	IF ANY	5.92	
CLERICAL OFFICE EMPLOYEES NOC	8810	30525	.58	177

FL MANUAL PREMIUM $ 296617

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$	2
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		179
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		242
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		242
DEDUCTIBLE CREDIT (9663)		182
TOTAL ESTIMATED PREMIUM		60
DEPOSIT AMOUNT DUE		60

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 4 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 02				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, FL 32301				
CLERICAL OFFICE EMPLOYEES NOC	8810	3157965	.58	18316

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$	256
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		18572
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		25072
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		25072
DEDUCTIBLE CREDIT (9663)		18894
TOTAL ESTIMATED PREMIUM		6178
DEPOSIT AMOUNT DUE		6178

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 5 OF MORE

003385

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-HI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 23				
FEIN 231340234 ENTITY CD 002 STATE UNEMPLOYMENT IDENTIFIER: 0007012578				
AMERICAN WATER WORKS SERVICE COMPANY INC (HAWAII AMERICAN WATER COMPANY SERVICES) P O BOX 25010 HONOLULU, HI 96825-0010				
WATERWORKS OPERATION & D	7520	38394	5.62	2158
CLERICAL OFFICE EMPLOYEES NOC	8810	3307826	.60	19847

HI MANUAL PREMIUM $ 22005

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 616
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	22621
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	30538
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	30538
DEDUCTIBLE CREDIT(9663)	26974
TOTAL ESTIMATED PREMIUM	3564
DEPOSIT AMOUNT DUE	3564

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 6 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (BELLEVILLE LAB)				
618 COMMERCIAL AVENUE P O BOX 468 CAIRO, IL 62914				
WATERWORKS OPERATION & D	7520	IF ANY	8.18	
CLERICAL OFFICE EMPLOYEES NOC	8810	1355577	.32	4338
CLERICAL OFFICE EMPLOYEES NOC USL HW-SEE ENDT WC 99 01 01	8810U	IF ANY	.51	

IL MANUAL PREMIUM $ 1203737

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	121
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		4459
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		6020
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		6020
DEDUCTIBLE CREDIT (9663)		5317
EXPENSE CONSTANT (0900)		260
1.01% IL IND COMM OP FUND SURCHARGE		64
TOTAL ESTIMATED PREMIUM		1027
DEPOSIT AMOUNT DUE		1027

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 7 OF MORE

003386

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 06				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (CUSTOMER SHARED SERVICES)				
NO BUSINESS LOCATION NONE, IL 62703				
CLERICAL OFFICE EMPLOYEES NOC	8810	10351068	.32	33123

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	927
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		34050
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		45968
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		45968
DEDUCTIBLE CREDIT (9663)		40604
1.01% IL IND COMM OP FUND SURCHARGE		464
TOTAL ESTIMATED PREMIUM		5828
DEPOSIT AMOUNT DUE		5828

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 8 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
RICHMOND DATE PROCESSING P O BOX 4029 KOKOMO, IN 46904				
WATERWORKS OPERATION & D	7520	IF ANY	2.49	
CLERICAL OFFICE EMPLOYEES NOC	8810	9620618	.20	19241

IN MANUAL PREMIUM $ 258279

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 539
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	19780
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	26703
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	26703
DEDUCTIBLE CREDIT (9663)	23587
.40% IN SECOND INJURY FUND SURCHARGE	107
TOTAL ESTIMATED PREMIUM	3223
DEPOSIT AMOUNT DUE	3223

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 9 OF MORE

003387

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, KY 40601				
WATERWORKS OPERATION & D	7520	IF ANY	2.10	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.19	

KY MANUAL PREMIUM $ 91050

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
10.00% SCHEDULE CREDIT		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
6.50% KY SPECIAL FUND ASSESSMENT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 10 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 20				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (MT GILEAD)				
P P BOX 325 MT GILEAD, NC 27306				
WATERWORKS OPERATION & D	7520	IF ANY	4.23	

NC MANUAL PREMIUM $ 19316

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 11 OF MORE

003388

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-ND

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, ND 58102				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
SALESPERSONS-OUTSIDE	8742	IF ANY	.04	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 12 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 01 01

FEIN 231340234 ENTITY CD 002
NJ TAX IDENTIFICATION NO.: 231340234000
AMERICAN WATER WORKS
SERVICE COMPANY INC

1025 LAUREL OAK CORP CTR
VOORHEES, NJ 08042

1000 SAGEMORE DRIVE
SUITE 1010
MARLTON, NJ 08081

3100 NEW JERSEY AVENUE
WILDWOOD, NJ 08260

782 CANAL ROAD
SOMERSET, NJ 08873

55 REGENT STREET
LIVINGSTON, NJ 07039

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 13 OF MORE

003389

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 03				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (CORPORATE) 1025 LAUREL OAK ROAD VOORHEES, NJ 08043				
WATERWORKS OPERATION & D	7520	602757	6.28	37853
CLERICAL OFFICE EMPLOYEES NOC	8810	16570648	.27	44741

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 2726
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	85320
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	74996
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	74996
88.33% DEDUCTIBLE CREDIT (9864)	66244
FOREIGN TERRORISM / TRIA (9740)	NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE	4260
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE	37
TOTAL ESTIMATED PREMIUM	13049
TOTAL ESTIMATED COST	13049

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 15 OF MORE

003390

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 04				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (REGIONAL GROUP)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	2312556	.27	6244

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	206
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		6450
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		5670
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		5670
88.33% DEDUCTIBLE CREDIT (9864)		5008
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		322
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		3
TOTAL ESTIMATED PREMIUM		987
TOTAL ESTIMATED COST		987

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 16 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 05				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (FINANCIAL SHARED SERVICES) 3906 CHURCH ROAD MT LAUREL, NJ 08054				
CLERICAL OFFICE EMPLOYEES NOC	8810	5949899	.27	16065

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 530
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	16595
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	14587
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	14587
88.33% DEDUCTIBLE CREDIT (9864)	12885
FOREIGN TERRORISM / TRIA (9740)	NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE	829
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE	7
TOTAL ESTIMATED PREMIUM	2538
TOTAL ESTIMATED COST	2538

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 17 OF MORE

003391

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 07				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (VOORHEES CONSTRUCTION INSP)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.28	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 08				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (AMERICAN WATER)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	79221	.27	214

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 7
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	221
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	194
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	194
88.33% DEDUCTIBLE CREDIT (9864)	171
FOREIGN TERRORISM / TRIA (9740)	NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE	11
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE	NONE
TOTAL ESTIMATED PREMIUM	34
TOTAL ESTIMATED COST	34

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 19 OF MORE

003392

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 14				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICES COMPANY INC (HADDON HEIGHTS DATE CENTER)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	7679560	.27	20735

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	684
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		21419
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		18827
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		18827
88.33% DEDUCTIBLE CREDIT (9864)		16630
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		1069
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		9
TOTAL ESTIMATED PREMIUM		3275
TOTAL ESTIMATED COST		3275

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 20 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 16				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICES COMPANY INC (NORTHEAST)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	5047354	.27	13628

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	450
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		14078
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		12375
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		12375
88.33% DEDUCTIBLE CREDIT (9864)		10931
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		703
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		6
TOTAL ESTIMATED PREMIUM		2153
TOTAL ESTIMATED COST		2153

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 21 OF MORE

003393

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 18				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (SOUTHEAST)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 22 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-0H

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, OH 44101				
EMPLOYERS LIABILITY SEE ENDT WC 34 03 01 (B)-001 WATERWORKS OPERATION & D	7520	200850	.0220	44
SALESPERSONS-OUTSIDE SEE ENDT WC 34 03 01 (B)-001	8742	IF ANY	.0220	
CLERICAL OFFICE EMPLOYEES NOC	8810	190499	.0220	42

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	86
TOTAL ESTIMATED PREMIUM	86
DEPOSIT AMOUNT DUE	86

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 23 OF MORE

003394

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	792410	4.42	35025
CLERICAL OFFICE EMPLOYEES	0953	1426578	.42	5992

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	1354
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		42371
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		53048
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		53048
DEDUCTIBLE CREDIT(9663)		46857
1.91% PA EMPL ASSESSMENT (0938)		1013
TOTAL ESTIMATED PREMIUM		7204
DEPOSIT AMOUNT DUE		7204

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 24 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 09				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (HERSHEY DATE CENTER)				
523 WEST CHOCOLATE AVE HERSHEY, PA 17033				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 25 OF MORE

003395

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 10				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICES COMPANY INC (HERSHEY DATE PROCESSING)				
NO BUSINESS LOCATION NONE, PA 17150				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 26 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 11				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (AWS MEADVILLE)				
18160 ROGERS FERRY ROAD MEADVILLE, PA 16335				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 27 OF MORE

003386

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 15				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (ASHLAND)				
501 CHESTNUT STREET ASHLAND, PA 17921				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 28 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 17				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (BUTLER)				
P O BOX 382 ASHLAND, PA 15102				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 29 OF MORE

003397

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 19				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (LAKE WYNONAH)				
100 EAST MAIN STREET SCHUYLKILL, PA 17927				
WATERWORKS	0753	IF ANY	4.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 30 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-PR

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, PR 00936				
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D4 (A)	8742	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 31 OF MORE

003398

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
419 CENTURY PLAZA DR HOUSTON, TX 77073				
17940 BUTTE CREEK HOUSTON, TX 77092				
11500 NW FREEWAY HOUSTON, TX 77092				
1913 WEST LOOP DRIVE EL CAMPO, TX 77437				
3619 FM 2403 ALVIN, TX 77512				
3100 GENOA RED BLUFF HOUSTON, TX 77034				
1820 CANDLE RIDGE PARK DR HOUSTON, TX 77073				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 32 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01 (CONT'D)				
EXECUTIVE OFFICERS NOC-PERFORMING CLERICAL OR OUTSIDE SALESPERSONS DUTIES ONLY	8809	IF ANY	.57	
CLERICAL OFFICE EMPLOYEES NOC	8810	29972	.39	117

TX MANUAL PREMIUM $ 132310

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	119
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	161
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	161
87.39% DEDUCTIBLE CREDIT (9864)	141
TOTAL ESTIMATED PREMIUM	20
DEPOSIT AMOUNT DUE	20

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 33 OF MORE

003399

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 13				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (DANVILLE WASTEWATER TREATMENT PLANT)				
NO BUSINESS LOCATION NONE, VA 23232				
WATERWORKS OPERATION & D	7520	338972	3.68	12474
CLERICAL OFFICE EMPLOYEES NOC	8810	492184	.14	689

VA MANUAL PREMIUM $ 90593

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	434
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		13597
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		18356
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		18356
DEDUCTIBLE CREDIT(9663)		16214
TOTAL ESTIMATED PREMIUM		2142
DEPOSIT AMOUNT DUE		2142

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 34 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 21				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (HERSHEY OFFICE)				
NO BUSINESS LOCATION NONE, VA 23232				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.14	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 35 OF MORE

003400

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, WA 98101				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001 SALESPERSONA-OUTSIDE	8742	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL	STANDARD PREMIUM	NONE
	TOTAL ESTIMATED PREMIUM	NONE
	DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 36 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WV

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 18				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (SOUTHEAST)				
NO BUSINESS LOCATION NONE, WV 25301				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
SALESPERSONS-OUTSIDE	8742	IF ANY	.44	
CLERICAL OFFICE EMPLOYEES NOC	8810	11822402	.44	52019

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		52019
.55% WV INSURANCE PREMIUM SURCHARGE		286
TOTAL ESTIMATED PREMIUM		52305
DEPOSIT AMOUNT DUE		52305

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 37 OF MORE

003401

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, WY 82901				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
SALESPERSONS-OUTSIDE	8742	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL	STANDARD PREMIUM	NONE
	TOTAL ESTIMATED PREMIUM	NONE
	DEPOSIT AMOUNT DUE	NONE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, AL 36104				
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0001)	7520	237737	4.71	11197
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	113143	.48	543

AL MANUAL PREMIUM $ 49093

2.80% EMPL. LIAB. INCREASED LIMITS(9812) $	329
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	12069
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	16293
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	16293
DEDUCTIBLE CREDIT (9663)	14292
TOTAL ESTIMATED PREMIUM	2001
DEPOSIT AMOUNT DUE	2001

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 39 OF MORE

003402

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-IA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, IA 50318				
WATERWORKS OPERATION & D	7520	378128	4.41	16675
CLERICAL OFFICE EMPLOYEES NOC	8810	534898	.32	1712

IA MANUAL PREMIUM $ 108689

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	515
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		18902
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		25518
DEVIATION PROGRAM CREDIT(9034) - 20.00%		5104
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		20414
DEDUCTIBLE CREDIT (9663)		18032
TOTAL ESTIMATED PREMIUM		2382
DEPOSIT AMOUNT DUE		2382

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 40 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, IL 62703				
CLERICAL OFFICE EMPLOYEES NOC	8810	701716	.32	2245

IL MANUAL PREMIUM $ 1203737

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 63
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	2308
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	3116
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3116
DEDUCTIBLE CREDIT (9663)	2752
1.01% IL IND COMM OP FUND SURCHARGE	31
TOTAL ESTIMATED PREMIUM	395
DEPOSIT AMOUNT DUE	395

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 41 OF MORE

003403

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-KS

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, KS 66601				
WATERWORKS OPERATION & D	7520	228362	3.36	7673
CLERICAL OFFICE EMPLOYEES NOC	8810	94723	.27	256

KS MANUAL PREMIUM $ 7929

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	222
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		8151
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		11004
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		11004
DEDUCTIBLE CREDIT (9663)		9542
TOTAL ESTIMATED PREMIUM		1462
DEPOSIT AMOUNT DUE		1462

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 42 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-LA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, LA 70821				
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0551)	7520	318307	7.48	23809
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0551)	8810	326024	.63	2054

LA MANUAL PREMIUM $ 25863

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 724
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	26587
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	35892
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	35892
DEDUCTIBLE CREDIT (9663)	31703
TOTAL ESTIMATED PREMIUM	4189
DEPOSIT AMOUNT DUE	4189

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 43 OF MORE

003404

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, MO 65101				
CLERICAL OFFICE EMPLOYEES NOC	8810	2689	.35	9

MO MANUAL PREMIUM $ 1015899

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		9
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		12
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		12
DEDUCTIBLE CREDIT (9663)		11
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		1
DEPOSIT AMOUNT DUE		1

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 44 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003 NJ TAX IDENTIFICATION NO.: 223169459000 AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	1401292	.27	3783

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 125
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	3908
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	3435
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3435
88.33% DEDUCTIBLE CREDIT (9864)	3034
FOREIGN TERRORISM / TRIA (9740)	NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE	195
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE	2
TOTAL ESTIMATED PREMIUM	598
TOTAL ESTIMATED COST	598

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 45 OF MORE

003405

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, NY 12201				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.36	

NY MANUAL PREMIUM $ 21200

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
17.50% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-OK

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, OK 73125				
WATERWORKS OPERATION & D	7520	280025	4.91	13749
CLERICAL OFFICE EMPLOYEES NOC	8810	347362	.49	1702

OK MANUAL PREMIUM $ 15451

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 433
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	15884
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	21443
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	21443
DEDUCTIBLE CREDIT (9663)	18941
TOTAL ESTIMATED PREMIUM	2502
DEPOSIT AMOUNT DUE	2502

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 47 OF MORE

003406

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, PA 17105				
SALESPERSON-OUTSIDE	0951	163000	.85	1386
CLERICAL OFFICE EMPLOYEES	0953	85800	.42	360

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS(9812) $	58
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1804
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM	2259
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	2259
DEDUCTIBLE CREDIT(9663)	1995
1.91% PA EMPL ASSESSMENT (0938)	43
TOTAL ESTIMATED PREMIUM	307
DEPOSIT AMOUNT DUE	307

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 48 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, TN 37202				
CLERICAL OFFICE EMPLOYEES NOC	8810	164	.30	

TN MANUAL PREMIUM $ 102806

2.80% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 49 OF MORE

003407

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 01				
FEIN 510063696 ENTITY CD 001 NJ TAX IDENTIFICATION NO.: 510063696000 AMERICAN WATER WORKS COMPANY INC (CORPORATE EXECUTIVE DIVISION) 989 LENOX DRIVE LAWRENCEVILLE, NJ 08648				
600 SOUTH AVENUE WESTFIELD, NJ 07091				
2 CLERICO LANE HILLSBOROUGH, NJ 08844				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 50 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 02				
FEIN 510063696 ENTITY CD 001 NJ TAX IDENTIFICATION NO.: 510063696000 AMERICAN WATER WORKS COMPANY INC (AMERICAN INTERNATIONAL WATER SERVICES DIVISION)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 51 OF MORE

003408

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 01				
FEIN 510063696 ENTITY CD 001				
AMERICAN WATER WORKS COMPANY INC				
NO BUSINESS LOCATION NONE, OH 44101				
EMPLOYERS LIABILITY SEE ENDT WC 34 03 01 (B)-001				
WATERWORKS OPERATION & D	7520	2425930	.0220	534
CLERICAL OFFICE EMPLOYEES NOC	8810	1079358	.0220	237

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		771
TOTAL ESTIMATED PREMIUM		771
DEPOSIT AMOUNT DUE		771

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 52 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WV

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 03				
FEIN 510063696 ENTITY CD 001				
AMERICAN WATER WORKS COMPANY INC (WEST VIRGINIA-AMERICAN WATER)				
NO BUSINESS LOCATION NONE, WV 25301				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
WATERSORKS OPERATION & D	7520	767952	.44	3379
CLERICAL OFFICE EMPLOYEES NOC	8810	951553	.44	4187

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		7566
.55% WV INSURANCE PREMIUM SURCHARGE		42
TOTAL ESTIMATED PREMIUM		7608
DEPOSIT AMOUNT DUE		7608

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 53 OF MORE

003409

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 04 01

FEIN 221546642 ENTITY CD 004
NJ TAX IDENTIFICATION NO.: 221546642000
NEW JERSEY - AMERICAN WATER COMPANY INC

167 JFK PARKWAY
SHORT HILLS, NJ 07078

500 GROOVE STREET
HADDON HEIGHTS N, NJ 08035

3215 FIRE ROAD
LINWOOD, NJ 08234-5857

100 JAMES STREET
LAKEWOOD, NJ 08701

3215 FIRE ROAD
EGG HARBOR TWNSP, NJ 08234-5857

203 CAREY STREET
LAKEWOOD, NJ 08701

661 SHREWSBURY AVE
SHREWSBURY, NJ 07702

213 CARRIAGE LANE
DELRAN, NJ 08075

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 54 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 04 01 (CONT'D)				
FEIN 221546642 ENTITY CD 004 (CONT'D) 19 YELLOW BROOK ROAD HOWELL, NJ 08043				
WATERWORKS OPERATION & D	7520	16197868	6.28	1017226
CLERICAL OFFICE EMPLOYEES NOC	8810	6405901	.27	17296

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	34139
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		1068661
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	$	939353
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		939353
88.33% DEDUCTIBLE CREDIT (9864)		829731
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		53355
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		470
TOTAL ESTIMATED PREMIUM		163447
TOTAL ESTIMATED COST		163447

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 55 OF MORE

003410

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 04 02				
FEIN 221546642 ENTITY CD 004 NJ TAX IDENTIFICATION NO.: 221546642000 NEW JERSEY - AMERICAN WATER COMPANY INC (BOROUGH OF AVALON)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.28	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 56 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC OO 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 05 01				
FEIN 510105894 ENTITY CD 005				
ILLINOIS - AMERICAN WATER COMPANY				
300 N WATER WORK DR PO BOX 24040 BELLEVILLE, IL 62223				
WATERWORKS OPERATION & D	7520	14094335	8.18	1152917
CLERICAL OFFICE EMPLOYEES NOC	8810	3455424	.32	11057

IL MANUAL PREMIUM $ 1203737

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 32591
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1196565
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	1615363
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	1615363
DEDUCTIBLE CREDIT (9663)	1426850
1.01% IL IND COMM OP FUND SURCHARGE	16315
TOTAL ESTIMATED PREMIUM	204828
DEPOSIT AMOUNT DUE	204828

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 57 OF MORE

003411

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 06 01

FEIN 350936102 ENTITY CD 006

INDIANA - AMERICAN WATER COMPANY INC

401 CAMBY COURT
P O BOX 570
GREENWOOD, IN 46142

555 EAST COUNTY LINE RD
GREENWOOD, IN 46143

650 MADISON ST
GARY, IN 46402

51 LOCUST ST
TERRE HAUTE, IN 47803

110 SOUTH PARK BLVD
GREENWOOD, IN 46142

1700 MCCALL DRIVE
SHELBYVILLE, IN 46176

425 WEST MAIN ST
MOORESVILLE, IN 46158

4027 S LAFOUNTAIN ST
KOKOMO, IN 46902

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 06 01 (CONT'D)

FEIN 350936102 ENTITY CD 006 (CONT'D)
1420 S BURLINGTON DR
MUNCIE, IN 47308-1152

1730 SYLVAN NOOK DR
RICHMOND, IN 47374

1301 NORTH CASS ST
WABASH, IN 46992

350 NORTH BUFFALOW ST
WARSAW, IN 46580

1007 HAPPY HOLLOW ROAD
WEST LAFAYETTE, IN 47996

870 WEST STATE ROAD 32
WINCHESTER, IN 47304

2423 MIDDLE ROAD
CLARKSVILLE, IN 47139-3847

100 NORTH VINE STREET
SEYMOUR, IN 47274

250 BANJO DR
CRAWFORDSVILLE, IN 47933

909 EDITH AVE
NOBLESVILLE, IN 46060

120 WATER ST
NEWBURGH, IN 47620

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 06 01 (CONT'D)				
FEIN 350936102 ENTITY CD 006 (CONT'D) 536 N MAIN ST SUMMITSVILLE, IN 46070				
23 N 2ND STREET SOMERSET, IN 46984				
698 CASSETTE RD WABASH, IN 46992				
WATERWORKS OPERATION & D	7520	8211025	2.49	204455
CLERICAL OFFICE EMPLOYEES NOC	8810	3043287	.20	6087

IN MANUAL PREMIUM $ 258279

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	5895
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		216437
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		292190
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		292190
DEDUCTIBLE CREDIT (9663)		258091
.40% IN SECOND INJURY FUND SURCHARGE		1169
TOTAL ESTIMATED PREMIUM		35268
DEPOSIT AMOUNT DUE		35268

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 60 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01				
FEIN 251008096 ENTITY CD 007				
PENNSYLVANIA - AMERICAN WATER COMPANY INC				
800 WEST HERSHEY PARK DR HERSHEY, PA 17033				
306 WEST FRONT ST #249 BERWICK, PA 18603				
RT 350 SOUTH BOX 707 PHILIPSBURG, PA 16866				
250 WEST LAUREL ST BOX 23 FRANKVILLE, PA 17931				
196 WEST JOHNSON HWY NORRISTOWN, PA 19401-0871				
200 EAST CANAL ST HUMMELSTOWN, PA 17036				
852 WESLEY DR MECHANICSBURG, PA 71055				

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 61 OF MORE

003413

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
FEIN 251008096 ENTITY CD 007 (CONT'D) 105 SODOM ROAD MILTON, PA 17847				
50 WEST COLLEGE AVE BOX 353 YARDLEY, PA 19067				
100 N PENNSYLVANIA AVE WILKES BARRE, PA 18701				
WINONA ROAD BUSHKILL, PA 18324				
1760 VALLEY VIEW DR BANGOR, PA 18013				
216 WILLOW AVE BOX 242 SUSQUEHANNA, PA 18847				
2699 STAFFORD AVE SCRANTON, PA 18505				
1 RYANS ROAD TOBYHANNA, PA 18466				
20 EAST UNION STREET WILKES BARRE, PA 18701				
650 HORNING ROAD BEHTEL PARK, PA 15102				

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 07 01 (CONT'D)

FEIN 251008096 ENTITY CD 007 (CONT'D)
300 GALLEY ROAD
MCMURRAY, PA 15317

215 NORTH JEFFERSON ST
KITTANNING, PA 16201-1323

203 ONEIDA VALLEY ROAD
BUTLER, PA 16001

1073 EAST MAIN STREET
CLARION, PA 16214

1789 RT 286 SOUTH
INDIANA, PA 15701

2736 ELLWOOD ROAD
NEW CASTLE, PA 16107

101 LONG ST
ELIZABETH, PA 15037

203 SYCAMORE ST
BOX 1096
PUNXSUTAWNY, PA 15767

RT 321 NORTH
BOX 355
KANE, PA 16735

72 COLDSPRING ST
UNIONTOWN, PA 15401

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
FEIN 251008096 ENTITY CD 007 (CONT'D) 10 WILLEY ST BOX 906 WARREN, PA 16365				
P O BOX 207 NAZARETH, PA 18064				
4 WELLINGTON BLVD WYOMISSION, PA 19610				
P O BOX 585 ROYERSFORD, PA 19408				
400 CHESHIRE COURT SUITE 104 COATSVILLE, PA 19320				
114 EAST LINCOLN HIGHWAY COATSVILLE, PA 19320				
4 WELLINGTON BLVD WYOMISSING HILLS, PA 19610				
WATERWORKS	0753	31582248	4.42	1395935
SALESPERSON-OUTSIDE	0951	IF ANY	.85	

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 64 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES	0953	9391391	.42	39444

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 47368
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1482747
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM	1856399
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	1856399
DEDUCTIBLE CREDIT(9663)	1639757
1.91% PA EMPL ASSESSMENT (0938)	35457
TOTAL ESTIMATED PREMIUM	252099
DEPOSIT AMOUNT DUE	252099

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 65 OF MORE

003415

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-IA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 420735216 ENTITY CD 008				
IOWA - AMERICAN WATER COMPANY 230 E 2ND STREET DAVENPORT, IA 52801				
WATERWORKS OPERATION & D	7520	1994820	4.41	87972
CLERICAL OFFICE EMPLOYEES NOC	8810	728135	.32	2330

IA MANUAL PREMIUM $ 108689

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	2528
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		92830
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		125321
DEVIATION PROGRAM CREDIT(9034) - 20.00%		25064
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		100257
DEDUCTIBLE CREDIT (9663)		88557
TOTAL ESTIMATED PREMIUM		11700
DEPOSIT AMOUNT DUE		11700

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 610485002 ENTITY CD 009				
KENTUCKY - AMERICAN WATER COMPANY				
2300 RICHMOND RD LEXINGTON, KY 40502				
WATERWORKS OPERATION & D	7520	4101829	2.10	86138
CLERICAL OFFICE EMPLOYEES NOC	8810	2569330	.19	4882

KY MANUAL PREMIUM $ 91050

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2549
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	93569
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	126318
10.00% SCHEDULE CREDIT(9887)	12632
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	113686
DEDUCTIBLE CREDIT (9663)	100419
6.50% KY SPECIAL FUND ASSESSMENT	7390
TOTAL ESTIMATED PREMIUM	20657
DEPOSIT AMOUNT DUE	20657

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 67 OF MORE

003416

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-MD

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 520265025 ENTITY CD 010				
MARYLAND - AMERICAN WATER COMPANY				
22 WEST PENNSYLVANIA AVE P O BOX 399 BEL AIR, MD 21014				
126 SOUTH MAIN STREET BEL AIR, MD 21014				
WATERWORKS OPERATION & D	7520	326559	3.43	11201
CLERICAL OFFICE EMPLOYEES NOC	8810	74859	.33	247

MD MANUAL PREMIUM $ 11448

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	321
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		11769
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		15888
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		15888
DEDUCTIBLE CREDIT (9663)		14034
TOTAL ESTIMATED PREMIUM		1854
DEPOSIT AMOUNT DUE		1854

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 68 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-MI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 2800969A

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 381657784 ENTITY CD 011				
MICHIGAN - AMERICAN WATER COMPANY				
311 5TH STREET CALUMET, MI 49913				
WATERWORKS OPERATION	7520	138066	4.28	5909
CLERICAL OFFICE EMPLOYEES	8810	133824	.21	281

MI MANUAL PREMIUM $ 6190

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 204
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	6394
EXPERIENCE MODIFICATION: .87 MODIFIED PREMIUM	5563
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	5563
DEDUCTIBLE CREDIT (9663)	4882
TOTAL ESTIMATED PREMIUM	681
DEPOSIT AMOUNT DUE	681

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 69 OF MORE

003417

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 09 01

FEIN 440578460 ENTITY CD 012

MISSOURI - AMERICAN
WATER COMPANY

P O BOX 6276
ST JOSEPH, MO 64506

115 W BROADWAY
BOX 71
BRUNSWICK, MO 65236

506 S WESTERN
MEXICO, MO 65265-0190

110 MAIN STREET
BOX 12001
PARKVILLE, MO 64152-5015

101 EAST FIRST STREET
PARKVILLE, MO 62152

1290 MOTHERHEAD RD
BOX 380
COTTLEVILLE, MO 63338-0390

1075 MONSERRAT ROAD
BOX 258
WARRENSBURG, MO 64093-9375

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01 (CONT'D)				
FEIN 440578460 ENTITY CD 012 (CONT'D) 701 MAIN STREET JOPLIN, MO 64802				
1003 E ST MAARTENS DR ST JOSEPH, MO 64508				
906 WEST HIGH ST JEFFERSON CITY, MO 65102				
535 NORTH NEW BALLAS RD ST LOUIS, MO 63141				
WATERWORKS OPERATION & D	7520	18620467	5.37	999919
CLERICAL OFFICE EMPLOYEES NOC	8810	4491711	.35	15721

MO MANUAL PREMIUM $ 1015899

1.20% EMPL. LIAB. INCREASED LIMITS(9812)	$ 12188
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1027828
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	1387568
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	1387568
DEDUCTIBLE CREDIT (9663)	1225639
3.00% MO SECOND INJURY FUND SURCHARGE	41627
TOTAL ESTIMATED PREMIUM	203556
DEPOSIT AMOUNT DUE	203556

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 71 OF MORE

003418

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 02				
FEIN 440578460 ENTITY CD 012				
MISSOURI - AMERICAN WARTE COMPANY (JEFFERSON CITY WATER COMPANY)				
NO BUSINESS LOCATION NONE, MO 65101				
WATERWORKS OPERATION & D	7520	IF ANY	5.37	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.35	

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 72 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 620529095 ENTITY CD 013				
TENNESSEE - AMERICAN WATER COMPANY				
1101 BROAD STREET P O BOX 6338 CHATTANOOGA, TN 37401				
WATERWORKS OPERATION & D	7520	3013418	3.26	98237
CLERICAL OFFICE EMPLOYEES NOC	8810	1522883	.30	4569

TN MANUAL PREMIUM $ 102806

2.80% EMPL. LIAB. INCREASED LIMITS(9812) $	2879
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	105685
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	142675
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	142675
DEDUCTIBLE CREDIT(9663)	126025
TOTAL ESTIMATED PREMIUM	16650
DEPOSIT AMOUNT DUE	16650

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 73 OF MORE

003419

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 540119650 ENTITY CD 014				
VIRGINIA - AMERICAN WATER COMPANY				
2223 DUKE STREET P O BOX 25405 ALEXANDRIA, VA 22313				
900 INDRUSTRIAL STREET HOPEWELL, VA 23860				
WATERWORKS OPERATION & D	7520	2066651	3.68	76053
CLERICAL OFFICE EMPLOYEES NOC	8810	983649	.14	1377

VA MANUAL PREMIUM $ 90593

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2555
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	79985
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	107980
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	107980
DEDUCTIBLE CREDIT(9663)	95379
TOTAL ESTIMATED PREMIUM	12601
DEPOSIT AMOUNT DUE	12601

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 74 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01				
FEIN 510104148 ENTITY CD 015				
CALIFORNIA - AMERICAN WATER COMPANY				
2025 BUENA VISTA IRWINDAL, CA 90000				
P O BOX 951 CARMEL, CA 93940				
303 H STREET SUITE 250 CHULA VISTA, CA 91910				
1019 CHERRY AVE IMPERIAL BEACH, CA 91932				
50 RAGSDALE DR MONTEREY, CA 93940				
2020 HUNTINGTON DR SAN MARINO, CA 91108				
2439 HILLCREST DR NEWBURY PARK, CA 91320				
1101 SOUTH OAK AVE DUARTE, CA 91010				

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 75 OF MORE

003420

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01 (CONT'D)				
FEIN 510104148 ENTITY CD 015 (CONT'D) 9634 WEST SLAUSON AVE LOS ANGELES, CA 90043				
4701 BELOIT DRIVE SACRAMENTO, CA 95838				
640 LAKEFIELD CENTER LAKEFIELD, CA 95403				
2385 CARLOS ST SUITE B MOSS BEACH, CA 94038				
195 KERBY WAY FELTON, CA 95018				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	6536431	8.36	546446

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC OO 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	4427667	1.13	50033

CA MANUAL PREMIUM $ 604469

2.80% CO. SURCHG.-EMPL LIAB INCR LIMITS(0120)	$ 16701
88.33% DEDUCTIBLE CREDIT (9964)	541622
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	71558
EXPERIENCE MODIFICATION: .85 MODIFIED PREMIUM	60824
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	60824
2.00% CIGA SURCHARGE	10424
.59% CA USER.39% FRAUD.08% UEBT.08% SIBT.04%	3075
TOTAL ESTIMATED PREMIUM	74323
DEPOSIT AMOUNT DUE	74323

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 77 OF MORE

003421

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NM

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01				
FEIN 850344576 ENTITY CD 016				
NEW MEXICO - AMERICAN WATER COMPANY INC				
1005 MORRIS STREET CLOVIS, NM 88101				
WATERWORKS OPERATION & D	7520	490266	3.81	18679
CLERICAL OFFICE EMPLOYEES NOC	8810	468764	.36	1688

NM MANUAL PREMIUM $ 20367

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 570
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	20937
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	28265
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	28265
DEDUCTIBLE CREDIT(9663)	24966
TOTAL ESTIMATED PREMIUM	3299
DEPOSIT AMOUNT DUE	3299

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 78 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 01				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC				
3719 HIGHWAY 301 ELLENTON, FL 34222				
WATERWORKS OPERATION & D	7520	IF ANY	5.92	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.58	

FL MANUAL PREMIUM $ 296617

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 79 OF MORE

003422

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 01				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (INDIANA)				
NO BUSINESS LOCATION NONE, IN 46206				
WATERWORKS OPERATION & D	7520	IF ANY	2.49	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.20	

IN MANUAL PREMIUM $ 258279

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
0.40% SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 80 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 12				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEME MANAGEMENT SERVICES INC (NEW YORK)				
NO BUSINESS LOCATION NONE, NY 12201				
CLERICAL OFFICE EMPLOYEES NOC	8810	221000	.36	796

NY MANUAL PREMIUM $ 21200

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		796
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		1075
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM CREDIT(9034) - 15.00%		161
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		914
DEDUCTIBLE CREDIT(9663)		807
17.50% NY STATE ASSESSMENT(0932)		160
2.00% NY SURCHARGE(9749)		5
TOTAL ESTIMATED PREMIUM		272
DEPOSIT AMOUNT DUE		272

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 81 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 03				
FEIN 256010768 ENTITY CD 018				
GETTYSBURG MUNICIPAL AUTHORITY - PA (WATER)				
601 E MIDDLE STREET GETTYSBURG, PA 17325				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 82 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 04				
FEIN 256010768 ENTITY CD 018				
GETTYSBURG MUNICIPAL AUTHORITY - PA (SEWER)				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 83 OF MORE

003424

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 05				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (HAZELTON CITY AUTHORITY - PA)				
400 E ARTHUR GARDNER HAZELTON, PA 18301				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 06				
FEIN 256010769 ENTITY CD 019				
HOGINS TOWNSHIP AUTHORITY - PA				
915 WEST MAPLE STREET VALLEY VIEW, PA 17983				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 85 OF MORE

003425

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 07				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (EASTERN)				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 86 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 08				
FEIN 256010772 ENTITY CD 020				
MUNICIPAL AUTHORITY BOROUGH SHENANDOA - PA				
P O BOX 110 SHENANDOA, PA 17976				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 87 OF MORE

003426

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 09				
FEIN 256010773 ENTITY CD 021				
TOWER CITY BOROUGH AUTHORITY - PA				
P O BOX 37 TOWER CITY, PA 17980				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 88 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 11				
FEIN 510293849 ENTITY CD 017				
AMERICA COMMONWEALTH MANAGEMENT SERVICE INC (MEADVILLE AREA WATER AUTHORITY)				
18160 ROGERS FERRY ROAD MEADVILLE, PA 16335				
WATERWORKS	0753	IF ANY	4.42	
SALESPERSON-OUTSIDE	0951	IF ANY	.85	
CLERICAL OFFICE EMPLOYEES	0953	159912	.42	672

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 22
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	694
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM	869
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	869
DEDUCTIBLE CREDIT(9663)	768
1.91% PA EMPL ASSESSMENT (0938)	17
TOTAL ESTIMATED PREMIUM	118
DEPOSIT AMOUNT DUE	118

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 89 OF MORE

003427

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC				
NO BUSINESS LOCATION NONE, GA 30301				
CLERICAL OFFICE EMPLOYEES NOC	8810	12206	.37	45

GA MANUAL PREMIUM $ 27191

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 1
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	46
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	62
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	62
DEDUCTIBLE CREDIT (9663)	51
TOTAL ESTIMATED PREMIUM	11
DEPOSIT AMOUNT DUE	11

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 90 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC				
NO BUSINESS LOCATION NONE, MO 65101				
WATERWORKS OPERATION & D	7520	IF ANY	5.37	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.35	

MO MANUAL PREMIUM $ 1015899

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 91 OF MORE

003428

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 04				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (LEE COUNTY NC WATER PLANT)				
6515 ZIMMERMAN ROAD STANFORD, NC 27330				
WATERWORKS OPERATION & D	7520	IF ANY	4.23	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.29	

NC MANUAL PREMIUM $ 19316

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 92 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 05				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SPRUCE PINE NC WATER TREATMENT PLANT)				
200 CLEAR WATER ROAD SPRUCE PINE, NC 28777				
WATERWORKS OPERATION & D	7520	IF ANY	4.23	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.29	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 93 OF MORE

003429

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 06				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (MONTGOMERY COUNTY WATER TREATMENT PLANT)				
724 HYDRO ROAD MT GILEAD, NC 27306				
WATERWORKS OPERATION & D	7520	IF ANY	4.23	
CLERICAL OFFICE EMPLOYEES NOC	8810	104537	.29	303

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	10
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		313
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		423
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		423
DEDUCTIBLE CREDIT (9663)		374
TOTAL ESTIMATED PREMIUM		49
DEPOSIT AMOUNT DUE		49

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 94 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 07				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (MOORE COUNTY REGIONAL)				
1060 ADDOR ROAD P O BOX 813 PINE BUFF, NC 28372				
WATERWORKS OPERATION & D	7520	443000	4.23	18739
CLERICAL OFFICE EMPLOYEES NOC	8810	89000	.29	258

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 627
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	19624
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	26492
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	26492
DEDUCTIBLE CREDIT (9663)	23400
TOTAL ESTIMATED PREMIUM	3092
DEPOSIT AMOUNT DUE	3092

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 95 OF MORE

003430

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022 NJ TAX IDENTIFICATION NO.: 223259128000 AMERICAN ANGLIAN ENVIRONMETAL TECHNOLOGIES INC (NJ) (CORPORATE)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.28	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 96 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 03				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (BUFFALO CITY WATER AUTHORITY)				
NO BUSINESS LOCATION NONE, NY 12201				
WATERWORKS OPERATION & D	7520	IF ANY	6.14	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.36	

NY MANUAL PREMIUM $ 21200

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
17.50% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 97 OF MORE

003431

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 07				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENAL TECHNOLOGIES INC (POCONO COUNTRY PLACE				
1 LAKEVIEW DRIVE TOBYHANNA, PA 18466				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 98 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 08				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (DOWNINGTON)				
453 BOOT ROAD DOWNINGTON, PA 19335				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 99 OF MORE

003432

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 10				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SCRANTON)				
307 NORTH WASHTINGTON AVE SCRANTON, PA 18503				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 100 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 11				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SCRANTON SEWER AUTHORITY)				
307 NORTH WASHINGTON AVE SCRANTON, PA 18503				
WATERWORKS	0753	IF ANY	4.42	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 101 OF MORE

003433

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-SC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 11				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SC)				
NO BUSINESS LOCATION NONE, SC 29201				
WATERWORKS OPERATION & D	7520	IF ANY	3.99	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

SC MANUAL PREMIUM $ 420

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 102 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 02				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (NARROW VA WASTEWATER TREATMENT PLANT)				
229 NORTHSIDE DR RIVERVIEW DANVILLE, VA 24540				
WATERWORKS OPERATION & D	7520	IF ANY	3.68	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.14	

VA MANUAL PREMIUM $ 90593

3.30% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 103 OF MORE

003434

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 13 01				
FEIN 111516966 ENTITY CD 023				
LONG ISLAND WATER CORPORATION				
733 SUNRISE HIGHWAY LYNBROOK, NY 11563				
WATERWORKS OPERATION & D	7520	300926	6.14	18477
EXECUTIVE OFFICERS NOC	8809	124661	.46	573
CLERICAL OFFICE EMPLOYEES NOC	8810	376046	.36	1354

NY MANUAL PREMIUM $ 21200

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		20404
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		27545
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM CREDIT(9034) - 15.00%		4132
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		23413
DEDUCTIBLE CREDIT(9663)		20681
17.50% NY STATE ASSESSMENT(0932)		4097
2.00% NY SURCHARGE(9749)		137
TOTAL ESTIMATED PREMIUM		6966
DEPOSIT AMOUNT DUE		6966

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 104 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 14 01				
FEIN 350883858 ENTITY CD 024				
NORTHWEST INDIANA WATER COMPANY				
650 MADISON STREET GARY, IN 46402				
WATERWORKS OPERATION & D	7520	IF ANY	2.49	
CLERICAL OFFICE EMPLOYEES NOC	8810	39226	.20	78

IN MANUAL PREMIUM $ 258279

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	80
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	108
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	108
DEDUCTIBLE CREDIT (9663)	95
0.40% SECOND INJURY FUND SURCHARGE	NONE
TOTAL ESTIMATED PREMIUM	13
DEPOSIT AMOUNT DUE	13

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 105 OF MORE

003435

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 15 01				
FEIN 361561588 ENTITY CD 025				
NORTHERN ILLINOIS WATER COMPANY				
201 DEVONSHIRE ROAD CHAMPAIGN, IL 61820				
WATERWORKS OPERATION & D	7520	IF ANY	8.18	
CLERICAL OFFICE EMPLOYEES NOC	8810	17883	.32	57

IL MANUAL PREMIUM $ 1203737

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	59
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	80
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	80
DEDUCTIBLE CREDIT (9663)	71
1.01% IL IND COMM OP FUND SURCHARGE	1
TOTAL ESTIMATED PREMIUM	10
DEPOSIT AMOUNT DUE	10

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 106 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 16 01				
FEIN 430494481 ENTITY CD 026				
ST LOUIS COUNTY WATER COMPANY				
535 NORTH NEW BALLAS ROAD ST LOUIS, MO 63141				
WATERWORKS OPERATION & D	7520	IF ANY	5.37	
CLERICAL OFFICE EMPLOYEES NOC	8810	71425	.35	250

MO MANUAL PREMIUM $ 1015899

1.20% EMPL. LIAB. INCREASED LIMITS(9812)	$ 3
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	253
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	342
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	342
DEDUCTIBLE CREDIT (9663)	302
3.00% MO SECOND INJURY FUND SURCHARGE	10
TOTAL ESTIMATED PREMIUM	50
DEPOSIT AMOUNT DUE	50

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 107 OF MORE

003436

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 31 01				
FEIN 980165920 ENTITY CD 027				
AMERICAN WATER (USA) INC				
NO BUSINESS LOCATION NONE, CA 95814				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	1.13	

CA MANUAL PREMIUM $ 604469

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
DEDUCTIBLE CREDIT		NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .85 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
2.00% CIGA SURCHARGE		NONE
0.59% CA USER.39% FRAUD.08% UEBT.08% SIBT.04%		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 108 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 31 01				
FEIN 980165920 ENTITY CD 027				
AMERICAN WATER (USA) INC				
133 CARNEGIE WAY SUITE 600 ATLANTA, GA 30303				
WATERWORKS OPERATION & D	7520	IF ANY	4.68	
ENGINEER-CONSULTING	8601	IF ANY	1.17	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.37	

GA MANUAL PREMIUM $ 27191

3.30% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 109 OF MORE

003437

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-MI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 2800969A

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 31 01				
FEIN 980165920 ENTITY CD 027				
AMERICAN WATER (USA) INC				
NO BUSINESS LOCATION NONE, MI 48901				
WATERWORKS OPERATION	7520	IF ANY	4.28	
SEWAGE DISPOSAL PLANT OPERATION	7580	IF ANY	2.97	

MI MANUAL PREMIUM $ 6190

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .87 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 110 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
2440 MORGAN ROAD BIRMINGHAM, AL 35233				
SEWER CONSTRUCTION-ALL OPERATIONS & D (COUNTY/TOWN CODE 0001)	6306	IF ANY	8.45	
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0001)	7520	770000	4.71	36267
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	136000	.48	653

AL MANUAL PREMIUM $ 49093

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 1034
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	37954
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	51238
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	51238
DEDUCTIBLE CREDIT (9663)	44946
TOTAL ESTIMATED PREMIUM	6292
DEPOSIT AMOUNT DUE	6292

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 111 OF MORE

003438

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-CT

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, CT 06101				
WATERWORKS OPERATION & D	7520	IF ANY	8.23	

CT MANUAL PREMIUM $ 21287

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
4.00% CT SECOND INJURY FUND SURCHARGE		NONE
1.50% CT ASSESSMENT FUND		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 112 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
109 APPLEWOOD DRIVE LONGWOOD, FL 32750				
FEIN 760469163 ENTITY CD 038				
AZURIX NORTH AMERICA UNDERGROUND INFRASTRUCTURE INC				
109 APPLEWOOD DRIVE LONGWOOD, FL 32750				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	13.13	
WATERWORKS OPERATION & D	7520	3371000	5.92	199563
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.38	

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 113 OF MORE

003439

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	1524200	.58	8840

FL MANUAL PREMIUM $ 296617

1.40% EMPL. LIAB. INCREASED LIMITS(9812) $	2918
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	211321
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	285283
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	285283
DEDUCTIBLE CREDIT (9663)	214989
TOTAL ESTIMATED PREMIUM	70294
DEPOSIT AMOUNT DUE	70294

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 114 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-NH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, NH 03302				
WATERWORKS OPERATION & D	7520	IF ANY	2.94	

NH MANUAL PREMIUM $ 0

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT(DEDL)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 115 OF MORE

003440

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, NY 12201				
WATERWORKS OPERATION & D	7520	IF ANY	6.14	

NY MANUAL PREMIUM $ 21200

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
17.50% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 116 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, OH 44101				
EMPLOYERS LIABILITY SEE ENDT WC 34 03 01 (B)-001	7520	1399000	.0220	308
SALESPERSONS-OUTSIDE	8742	156000	.0220	34
CLERICAL OFFICE EMPLOYEES NOC	8810	88000	.0220	19

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL	STANDARD PREMIUM	361
	TOTAL ESTIMATED PREMIUM	361
	DEPOSIT AMOUNT DUE	361

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 117 OF MORE

003441

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-CT

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, CT 06101				
CLERICAL OFFICE EMPLOYEES NOC	8810	125563	.48	603

CT MANUAL PREMIUM $ 21287

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	17
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		620
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		837
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		837
4.00% CT SECOND INJURY FUND SURCHARGE		33
1.50% CT ASSESSMENT FUND		13
DEDUCTIBLE CREDIT (9663)		739
TOTAL ESTIMATED PREMIUM		144
DEPOSIT AMOUNT DUE		144

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 118 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
7327 COMMERCIAL CIRCLE FORT PIERCE, FL 34951-4109				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	13.13	
WATERWORKS OPERATION & D	7520	221969	5.92	13141
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	303746	.58	1762

FL MANUAL PREMIUM $ 296617

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$ 209
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	15112
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	20401
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	20401
DEDUCTIBLE CREDIT (9663)	15374
TOTAL ESTIMATED PREMIUM	5027
DEPOSIT AMOUNT DUE	5027

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 119 OF MORE

003442

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 04				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
101 N INDUSTRIAL LOOP ORANGE PARK, FL 23073				
SALESPERSONS-OUTSIDE	8742	IF ANY	1.00	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.58	
SEWER CLEANING & D	9402	IF ANY	10.10	

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 120 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, GA 30301				
WATERWORKS OPERATION & D	7520	IF ANY	4.68	
CLERICAL OFFICE EMPLOYEES NOC	8810	1356	.37	5

GA MANUAL PREMIUM $ 27191

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		5
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		7
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		7
DEDUCTIBLE CREDIT (9663)		6
TOTAL ESTIMATED PREMIUM		1
DEPOSIT AMOUNT DUE		1

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 121 OF MORE

003443

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 04				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
300 WEST GORDON STREET THOMASTON, GA 30286				
ELECTRIC POWER EQUIPMENT MFG.	3643	IF ANY	2.64	
WATERWORKS OPERATION & D	7520	533730	4.68	24979
CLERICAL OFFICE EMPLOYEES NOC	8810	584366	.37	2162

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	896
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		28037
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		37850
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		37850
DEDUCTIBLE CREDIT (9663)		31086
TOTAL ESTIMATED PREMIUM		6764
DEPOSIT AMOUNT DUE		6764

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 122 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, IN 46206				
WATERWORKS OPERATION & D	7520	1125924	2.49	28036
CLERICAL OFFICE EMPLOYEES NOC	8810	191062	.20	382

IN MANUAL PREMIUM $ 258279

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 796
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	29214
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	39439
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	39439
DEDUCTIBLE CREDIT (9663)	34836
.40% IN SECOND INJURY FUND SURCHARGE	158
TOTAL ESTIMATED PREMIUM	4761
DEPOSIT AMOUNT DUE	4761

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 123 OF MORE

003444

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 05				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, IN 46206				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.20	

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
0.40% SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 124 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-ME

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
4 WARREN AVENUE WESTBROOK, ME 04082				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	7.19	
WATERWORKS OPERATION & D	7520	851000	4.20	35742
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	6.73	
CLERICAL OFFICE EMPLOYEES NOC	8810	163000	.48	782

ME MANUAL PREMIUM $ 36524

2.80% EMPL. LIAB. INCREASED LIMITS(9812) $	1023
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	37547
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	50688
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	50688
DEDUCTIBLE CREDIT (9663)	44773
.83% ME SUPPLEMENTAL BENEFITS FUND	421
1.90% ME WC BOARD SURCHARGE	963
TOTAL ESTIMATED PREMIUM	7299
DEPOSIT AMOUNT DUE	7299

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 125 OF MORE

003445

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029 STATE UNEMPLOYMENT IDENTIFIER: 980165919000				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, NC 27611				
WATERWORKS OPERATION & D	7520	IF ANY	4.23	
CLERICAL OFFICE EMPLOYEES NOC	8810	5389	.29	16

NC MANUAL PREMIUM $ 19316

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	1
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		17
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		23
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		23
DEDUCTIBLE CREDIT (9663)		20
TOTAL ESTIMATED PREMIUM		3
DEPOSIT AMOUNT DUE		3

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 126 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029 NJ TAX IDENTIFICATION NO.: 980165919000 AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.28	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 127 OF MORE

003446

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 02				
FEIN 980165919 ENTITY CD 029 NJ TAX IDENTIFICATION NO.: 980165919000 AMERICAN WATER OPERATIONS AND MAINTENANCE INC (WILDWOOD)				
NO BUSINESS LOCATION NONE, NJ 08012				
WATERWORKS OPERATION & D	7520	418280	6.28	26268
CLERICAL OFFICE EMPLOYEES NOC	8810	3054800	.27	8248

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	1139
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		35655
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		31341
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		31341
88.33% DEDUCTIBLE CREDIT (9864)		27684
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		1780
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		16
TOTAL ESTIMATED PREMIUM		5453
TOTAL ESTIMATED COST		5453

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 128 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 04				
FEIN 980165919 ENTITY CD 029 NJ TAX IDENTIFICATION NO.: 980165919000 AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, NJ 08012				
WATERWORKS OPERATION & D	7520	IF ANY	6.28	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 129 OF MORE

003447

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 05				
FEIN 980165919 ENTITY CD 029 NJ TAX IDENTIFICATION NO.: 980165919000 AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	326575	.27	882

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	29
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		911
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		801
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		801
88.33% DEDUCTIBLE CREDIT (9864)		708
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		45
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		138
TOTAL ESTIMATED COST		138

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 130 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-OK

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, OK 73125				
WATERWORKS OPERATION & D	7520	IF ANY	4.91	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.49	

OK MANUAL PREMIUM $ 15451

2.80% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 131 OF MORE

003448

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAITENANCE INC				
NO BUSINESS LOCATION NONE, PA 17105				
CLERICAL OFFICE EMPLOYEES	0953	85393	.42	359

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	12
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		371
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		464
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		464
DEDUCTIBLE CREDIT(9663)		410
1.91% PA EMPL ASSESSMENT (0938)		9
TOTAL ESTIMATED PREMIUM		63
DEPOSIT AMOUNT DUE		63

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 132 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-SC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, SC 29201				
CLERICAL OFFICE EMPLOYEES NOC	8810	107609	.39	420

SC MANUAL PREMIUM $ 420

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 12
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	432
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	583
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	583
DEDUCTIBLE CREDIT(9663)	515
TOTAL ESTIMATED PREMIUM	68
DEPOSIT AMOUNT DUE	68

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 133 OF MORE

003449

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
P O BOX 2067 ALVIN, TX 77512				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.08	
CLERICAL OFFICE EMPLOYEES NOC	8810	45210	.39	176

TX MANUAL PREMIUM $ 132310

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 4
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	180
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	243
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	243
87.39% DEDUCTIBLE CREDIT (9864)	212
TOTAL ESTIMATED PREMIUM	31
DEPOSIT AMOUNT DUE	31

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 134 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 03				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC (S&W WATER MAINTENANCE)				
419 CENTURY PLAZA DR STE 250 P O BOX 38623 HOUSTON, TX 77073-8623				
WATERWORKS OPERATION & D	7520	27765	5.83	1619
CLERICAL OFFICE EMPLOYEES NOC	8810	181911	.39	709

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 47
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	2375
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	3206
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3206
87.39% DEDUCTIBLE CREDIT (9864)	2802
TOTAL ESTIMATED PREMIUM	404
DEPOSIT AMOUNT DUE	404

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 135 OF MORE

003450

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
5240 DUNCAN ROAD UNIT 1 PUNTA GORDA, FL 33982				
4120 SELVITZ ROAD FORT PIERCE, FL 34981-4728				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	13.13	
WATERWORKS OPERATION & D	7520	872017	5.92	51623
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.38	

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 136 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC OO 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	550889	.58	3195

FL MANUAL PREMIUM $ 296617

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$ 767
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	55585
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	75040
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	75040
DEDUCTIBLE CREDIT (9663)	56550
TOTAL ESTIMATED PREMIUM	18490
DEPOSIT AMOUNT DUE	18490

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 137 OF MORE

003451

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
NO BUSINESS LOCATION NONE, KY 40601				
CLERICAL OFFICE EMPLOYEES NOC	8810	15808	.19	30

KY MANUAL PREMIUM $ 91050

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 1
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	31
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	42
10.00% SCHEDULE CREDIT(9887)	4
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	38
DEDUCTIBLE CREDIT (9663)	34
6.50% KY SPECIAL FUND ASSESSMENT	2
TOTAL ESTIMATED PREMIUM	6
DEPOSIT AMOUNT DUE	6

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 138 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030 NJ TAX IDENTIFICATION NO.: 522062646000 AMERICAN WATER RESIDUALS MANAGEMENT INC				
NO BUSINESS LOCATION NONE, NJ 08650				
SEWER CONSTRUCTION & D	6306	IF ANY	8.65	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 139 OF MORE

003452

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
11500 NORTHWEST FREEWAY SUITE 600 HOUSTON, TX 77092				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.08	
WATERWORKS OPERATION & D	7520	1834000	5.83	106922
EXECUTIVE OFFICERS NOC-PERFORMING CLERICAL OR OUTSIDE SALESPERSONS DUTIES ONLY	8809	124800	.57	711
CLERICAL OFFICE EMPLOYEES NOC	8810	211000	.39	823

TX MANUAL PREMIUM $ 132310

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2169
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	110625
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	149344
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	149344
87.39% DEDUCTIBLE CREDIT (9864)	130512
TOTAL ESTIMATED PREMIUM	18832
DEPOSIT AMOUNT DUE	18832

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 140 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 35 01				
FEIN 223239760 ENTITY CD 031 NJ TAX IDENTIFICATION NO.: 223239760000 UTILITY MANAGEMENT AND ENGINEERING INC 55 REGENT ST LIVINGSTON, NJ 07039				
SEWER CONSTRUCTION & D	6306	IF ANY	8.65	
BOAT BUILDING-WOOD-NOC & D	6801F	IF ANY	4.47	
WATERWORKS OPERATION & D	7520	IF ANY	6.28	
ENGINEER-CONSULTING NPD	8601	IF ANY	.78	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 141 OF MORE

003453

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 35 01				
FEIN 223239760 ENTITY CD 031				
UTILITY MANAGEMENT AND ENGINEERING INC				
1913 W LOOP P O BOX 907 EL CAMPO, TX 77437				
WATERWORKS OPERATION & D	7520	343926	5.83	20051
CLERICAL OFFICE EMPLOYEES NOC	8810	302980	.39	1182

TX MANUAL PREMIUM $ 132310

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 425
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	21658
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	29238
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	29238
87.39% DEDUCTIBLE CREDIT (9864)	25551
TOTAL ESTIMATED PREMIUM	3687
DEPOSIT AMOUNT DUE	3687

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 142 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 36 01				
FEIN 742211380 ENTITY CD 032				
SOUTHWEST UTILITIES INC				
1913 W LOOP P O BOX 907 EL CAMPO, TX 77437				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 143 OF MORE

003454

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 37 01				
FEIN 760115681 ENTITY CD 033				
WALTER WATER WORKS INC				
1913 W LOOP P O BOX EL CAMPO, TX 77437				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 144 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 38 01				
FEIN 911745331 ENTITY CD 034				
AMERICAN WATER SERVICES CDM INC				
NO BUSINESS LOCATION NONE, AL 36104				
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	90125	.48	433

AL MANUAL PREMIUM $ 49093

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 12
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	445
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	601
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	601
DEDUCTIBLE CREDIT (9663)	527
TOTAL ESTIMATED PREMIUM	74
DEPOSIT AMOUNT DUE	74

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 145 OF MORE

003455

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 38 01				
FEIN 911745331 ENTITY CD 034				
AMERICAN WATER SERVICES CDM INC				
NO BUSINESS LOCATION NONE, TX 78712				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

TX MANUAL PREMIUM $ 132310

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 146 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 38 01				
FEIN 911745331 ENTITY CD 034				
AMERICAN WATER SERVICES CDM INC				
NO BUSINESS LOCATION NONE, WA 98101				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
WATERWORKS OPERATION	7520	497100	.0220	109
ARCHITECT - CONSULTINE	8601	IF ANY	.0220	
CLERICAL OFFICE EMPLOYEES	8810	32900	.0220	7

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	116
TOTAL ESTIMATED PREMIUM	116
DEPOSIT AMOUNT DUE	116

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 147 OF MORE

003456

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, CA 95814				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	IF ANY	8.36	

CA MANUAL PREMIUM $ 604469

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
DEDUCTIBLE CREDIT		NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .85 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
2.00% CIGA SURCHARGE		NONE
0.59% CA USER.39% FRAUD.08% UEBT.08% SIBT.04%		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 148 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, FL 32301				
WATERWORKS OPERATION & D	7520	IF ANY	5.92	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.58	

FL MANUAL PREMIUM $ 296617

1.40% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 149 OF MORE

003457

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, GA 30301				
WATERWORKS OPERATION & D	7520	IF ANY	4.68	

GA MANUAL PREMIUM $ 27191

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 150 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-MI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 2800969A

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, MI 48901				
WATERWORKS OPERATION	7520	IF ANY	4.28	

MI MANUAL PREMIUM $ 6190

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .87 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 151 OF MORE

003458

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035 NJ TAX IDENTIFICATION NO.: 980183794000 TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 152 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, NY 12201				
WATERWORKS OPERATION & D	7520	IF ANY	6.14	

NY MANUAL PREMIUM $ 21200

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
17.50% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 153 OF MORE

003459

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 40 01				
FEIN 742177717 ENTITY CD 036				
AMERICAN WATER INDUSTRIAL OPERATIONS INC				
NO BUSINESS LOCATION NONE, PA 17105				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.42	

PA MANUAL PREMIUM $ 1479173

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.252 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.91% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 154 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-LA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 41 01				
FEIN 720370343 ENTITY CD 037				
MAGNOLIA CONSTRUCTION COMPANY INC				
2654 MISSION DR BATON ROUGE, LA 70851				
2 HUMANE WAY HARAHAN, LA 70123				
SEWER CONSTRUCTION-ALL OPERATIONS & D (COUNTY/TOWN CODE 0551)	6306	IF ANY	15.30	

LA MANUAL PREMIUM $ 25863

2.80% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.35 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 155 OF MORE

003460

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 42 01				
FEIN 540912221 ENTITY CD 039 NJ TAX IDENTIFICATION NO.: 540912221000 AMERICAN WATER RESOURCES INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

NJ MANUAL PREMIUM $ 1996001

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 156 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 43 01				
FEIN 221683171 ENTITY CD 040 NJ TAX IDENTIFICATION NO.: 221683171000 ELIZABETHTOWN WATER COMPANY				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	9412808	6.28	591124
CLERICAL OFFICE EMPLOYEES NOC	8810	7433192	.27	20070

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 20169
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	631363
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	554968
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	554968
88.33% DEDUCTIBLE CREDIT (9864)	490203
FOREIGN TERRORISM / TRIA (9740)	NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE	31522
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE	277
TOTAL ESTIMATED PREMIUM	96564
TOTAL ESTIMATED COST	96564

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 157 OF MORE

003461

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 43 02				
FEIN 221683171 ENTITY CD 040 NJ TAX IDENTIFICATION NO.: 221683171000 ELIZABETHTOWN WATER COMPANY (MOUNT HOLLY WATER COMPANY)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.28	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 44 01				
FEIN 223608285 ENTITY CD 041 NJ TAX IDENTIFICATION NO.: 223608285000 APPLIED WATER MANAGEMENT				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	1320000	6.28	82896
CLERICAL OFFICE EMPLOYEES NOC	8810	1080000	.27	2916

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 2832
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	88644
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM	77918
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	77918
88.33% DEDUCTIBLE CREDIT (9864)	68825
FOREIGN TERRORISM / TRIA (9740)	NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE	4426
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE	39
TOTAL ESTIMATED PREMIUM	13558
TOTAL ESTIMATED COST	13558

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 159 OF MORE

003462

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 45 01				
FEIN 222881176 ENTITY CD 042 NJ TAX IDENTIFICATION NO.: 222881176000 APPLIED WASTEWATER MANAGEMENT				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	1320000	6.28	82896
CLERICAL OFFICE EMPLOYEES NOC	8810	1080000	.27	2916

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	2832
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		88644
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		77918
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		77918
88.33% DEDUCTIBLE CREDIT (9864)		68825
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		4426
.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		39
TOTAL ESTIMATED PREMIUM		13558
TOTAL ESTIMATED COST		13558

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 160 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (B)**

POLICY NUMBER: (TC2NUB-121D320-6-06)

NJ TAX IDENTIFICATION NO.: 510063696000 RENEWAL OF (TC2NUB-121D320-6-05)

INSURER: THE PHOENIX INSURANCE COMPANY

NCCI CO CODE: 1261 0

1.

INSURED:

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

PRODUCER:

MARSH USA-NYC
1166 AVENUE OF THE AMERICAS
NEW YORK NY 10036

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-06 to 01-01-07 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AL CA CT FL GA HI IA IL IN KS KY LA MD ME MI MO NC NH NJ NM NY OK PA SC TN TX VA

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1000000	Each Accident
Bodily Injury by Disease:	$	1000000	Policy Limit
Bodily Injury by Disease:	$	1000000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AR CO DC DE ID MN MS MT NE NV RI UT VT

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

See extension of info page.

DATE OF ISSUE: 02-08-06 SH
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (B)**

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 4941

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	8743247
PREMIUM DISCOUNT		NONE
0900-12 EXPENSE CONSTANT		260
FOREIGN TERRORISM / TRIA		INCLUDED
DOMESTIC TERRORISM, EQ & CAT-DTEC		SEE WC000421
DEDUCTIBLE CREDIT		8106179
TOTAL ESTIMATED PREMIUM		1186205
TAXES AND SURCHARGES		229141
TOTAL ESTIMATED COST		1415346

AMS BINDER BILLED # 218906

Minimum Premium: $1000 DEPOSIT PREMIUM: $1150

OTHER MINIMUMS ARE INDICATED ON THE APPLICABLE SCHEDULE(S)

DATE OF ISSUE: 02-08-06 SH
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026 COUNTERSIGNED-AGENT

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				

FEIN 231340234 ENTITY CD 002
NJ TAX IDENTIFICATION NO.: 231340234000
AMERICAN WATER WORKS
SERVICE COMPANY INC

1025 LAUREL OAK CORP CTR
VOORHEES, NJ 08042

1000 SAGEMORE DRIVE
SUITE 1010
MARLTON, NJ 08081

3100 NEW JERSEY AVENUE
WILDWOOD, NJ 08260

782 CANAL ROAD
SOMERSET, NJ 08873

55 REGENT STREET
LIVINGSTON, NJ 07039

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 1 OF MORE

003464

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.27	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: .879 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
5.68% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
0.05% 0936 NJ UNINSURED EMPL FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 02-08-06 SH

SCHEDULE NO: 2 OF MORE

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 B - 001	INFORMATION PAGE
WC 00 00 01 B - 001	INFORMATION PAGE 2
WC 00 00 01 B - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 99 06 49 00 - 001	EMPLOYERS LIABILITY LIMITS OF LIABILITY
WC 24 04 06 C - 001	MO EMPLOYER PAID MEDICAL ENDT
WC 29 06 01 A - 001	NJ LARGE RISK - LARGE DED ENDT
WC 99 03 98 00 - 001	MAINE AMENDATORY ENDORSEMENT
WC 99 06 D4 C - 001	LARGE RISK LOSS REIMBURSEMENT
WC 99 06 E2 00 - 001	MISSOURI SPECIAL ENDORSEMENT
WC 99 06 E8 00 - 001	NY DEDUCTIBLE ENDORSEMENT
WC 99 06 E9 00 - 001	WC DEDUCTIBLE ENDT. - LARGE DEDUCTIBLE
WC 99 06 G4 00 - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT.
WC 99 06 48 A - 001	WC LARGE DEDUCTIBLE ENDORSEMENT
WC 99 06 79 A - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 00 01 01 A - 001	DEFENSE BASE ACT COV ENDT
WC 00 01 04 A - 001	FED EMPLOYERS LIABILITY ACT COV ENDT
WC 00 01 06 A - 001	LONGSHORE AND HARBOR WC ACT COVERAGE
WC 00 01 09 A - 001	OUTER CONTINENTAL SHELF LANDS ACT COV
WC 00 02 01 A - 001	MARITIME COVERAGE ENDORSEMENT
WC 00 02 03 00 - 001	VOLUNTARY COMPENSATION MARITIME COVERAGE
WC 00 03 03 C - 001	EMPLOYERS LIAB COVERAGE ENDT
WC 00 03 10 00 - 001	SOLE PROPRIETORS, PARTNERS, OFFICERS END
WC 00 03 11 A - 001	VOLUNTARY COMP AND EMPLOYERS LIAB COV
WC 00 03 11 00 - 001	VOL COMP AND EMP LIAB COV END
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 04 00 - 001	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 22 00 - 001	FOREIGN TERRORISM PREMIUM ENDT
WC 32 03 01 B - 001	NORTH CAROLINA AMENDED COVERAGE
WC 99 01 01 00 - 001	STATE WC COMP LAWS AND USL & H WC ACT
WC 99 03 A6 00 - 001	CA POLICY AMENDATORY ENDORSEMENT
WC 99 03 A9 00 - 001	LA FOREIGN REIMBURSEMENT ENDT
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D4 A - 001	PUERTO RICO EMPLOYERS LIAB COV ENDT
WC 99 03 03 A - 001	FOREIGN REIMBURSEMENT ENDT.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003465

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LISTING OF ENDORSEMENTS EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 99 03 03 00 - 001	FOREIGN REIMBURSEMENT ENDORSEMENT
WC 99 03 97 00 - 001	WYOMING AMENDATORY ENDORSEMENT
WC 99 03 99 00 - 001	CA WORKERS' COMP NOTICE OF NON-RENEWAL
WC 99 04 01 00 - 001	EXPERIENCE MODIFICATION - PRELIMINARY
WC 99 06 F4 00 - 001	MANAGED CARE PROGRAM ENDORSEMENT
WC 99 06 F9 C - 001	WV EMPLOYERS LIAB COV ENDT
WC 99 06 03 00 - 001	GENERAL PURPOSE ENDORSEMENT
WC 99 06 10 A - 001	AMENDED CANCELLATION CONDITION ENDT.
WC 99 06 10 00 - 001	AMENDED CANCELLATION CONDITION
WC 99 06 11 00 - 001	NOTICE OF CANCELLATION
WC 99 06 36 A - 001	CANCELLATION AMENDMENT - WASHINGTON
WC 00 04 20 07 - 001	FED TERRORISM RISK INS ACT ENDT
WC 00 04 21 00 - 001	DOMESTIC TERRORISM, EARTHQUAKES & I.A.
WC 99 03 E6 00 - 001	FEDERAL TRIA DISCLOSURE - NY
WC 99 06 F1 00 - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 99 06 G2 A - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 99 06 G5 00 - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 99 06 G7 B - 001	FED TERRORISM RISK INS ACT DISCLOSURE
WC 99 06 H2 B - 001	WC DEDUCTIBLE ENDT
WC 00 04 04 00 - 001	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 04 01 01 A - 001	LONGSHORE & HARBOR WC ACT ENDT - CA
WC 04 03 04 01 - 001	SOLE PROPRIETOR COVERAGE ENDORSEMENT -CA
WC 04 03 05 00 - 001	VOL COMP & EMPLOYERS LIAB COV ENDT.
WC 04 03 06 01 - 001	WAIVER OF SUBROGATION
WC 04 03 60 A - 001	CA-EMPLOYERS LIAB COV AMENDATORY ENDT
WC 04 04 07 00 - 001	PREMIUM ADJUSTMENT ENDORSEMENT - CA
WC 04 06 01 A - 001	CA CANCELATION ENDT
WC 06 03 01 00 - 001	CT APPLICATION OF WORKERS COMPENSATION
WC 06 03 03 B - 001	CT WC FUNDS COVERAGE ENDORSEMENT
WC 06 06 01 00 - 001	CT NONRENEWAL ENDORSEMENT
WC 09 03 03 00 - 001	FL EMPLRS LIAB COVERAGE ENDT
WC 09 04 01 00 - 001	FLORIDA CONTRACTING PREM ADJUST END
WC 09 04 02 00 - 001	FLORIDA EXPERIENCE RATING MODIFICATION
WC 09 06 06 00 - 001	FL EMPLOYMENT AND WAGE INFORMATION REL.
WC 10 06 01 A - 001	GA CANC NONRENEWAL AND CHG ENDT
WC 12 06 01 C - 001	ILLINOIS AMENDATORY ENDORSEMENT
WC 15 04 01 00 - 001	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01 A - 001	KANSAS CANCELATION AND NONRENEWAL ENDT.
WC 16 06 01 00 - 001	KY CANCELATION AND NONRENEWAL ENDT.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LISTING OF ENDORSEMENTS EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 17 06 01 C - 001	LOUISIANA AMENDATORY ENDORSEMENT
WC 17 06 02 A - 001	LA COST CONTAINMENT ACT ENDORSEMENT
WC 18 06 01 00 - 001	MAINE INSPECTION IMMUNITY ENDORSEMENT
WC 18 06 03 A - 001	MAINE CANCELATION AND NONRENEWAL ENDT
WC 18 06 04 00 - 001	ME FINAL PREM AUDIT ENDT
WC 18 06 06 00 - 001	ME NOTICE OF FILING FIRST RPT OF INJURY
WC 18 06 07 00 - 001	MAINE SUPPLEMENTAL BENEFITS FUND
WC 19 06 01 C - 001	MD CANCELLATION & NONRENEWAL ENDT
WC 21 03 03 A - 001	MICHIGAN NOTICE TO POLICYHOLDERS
WC 21 03 04 00 - 001	MICHIGAN LAW ENDORSEMENT
WC 24 06 01 B - 001	MO CANCELATION AND NON-RENEWAL ENDT.
WC 24 06 02 A - 001	MO PROPERTY & CASUALTY GUARANTY ASSOC.
WC 24 06 04 00 - 001	MISSOURI AMENDATORY ENDORSMENT
WC 28 06 01 00 - 001	NH SOLE REPRESENTATIVE END'T
WC 28 06 04 00 - 001	NH AMENDATORY ENDT
WC 29 03 06 A - 001	NJ PART TWO EMPLOYERS LIABILITY ENDT.
WC 29 03 07 00 - 001	NJ SOLE PROPRIETORS AND PARTNERS
WC 29 04 10 00 - 001	NJ CONSTRUCTION CLASSIFICATION ENDT.
WC 30 03 01 00 - 001	NM SAFETY DEVICE COVERAGE ENDORSEMENT
WC 30 06 01 00 - 001	NM CANCELATION AND NONRENEWAL ENDT
WC 31 03 08 00 - 001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC 31 03 13 A - 001	NY SOLE PROPRIETORS AND PARTNERS ENDT
WC 31 03 19 C - 001	NY CONST. CLASS PREM ADJ PRGM ENDT
WC 34 03 01 B - 001	OHIO EMPLOYERS LIABILITY COVERAGE ENDT
WC 35 04 05 00 - 001	OKLAHOMA LOSS COST AND RATE CHANGE
WC 35 06 01 C - 001	OK CANCELATION, NONRENEWAL & CHANGE ENDT
WC 35 06 03 00 - 001	OK FRAUD WARNING ENDT
WC 35 06 04 00 - 001	OK ELECTION OF COVERAGE NOTIFICATION
WC 37 06 01 00 - 001	SPECIAL PA ENDT -- INSPECTION OF MANUALS
WC 37 06 02 00 - 001	NOTICE INS CONSULTATION SERVICE EXEMPT.
WC 37 06 03 A - 001	PA ACT 86-1986 ENDORSEMENT
WC 37 06 04 00 - 001	PA EMPLOYER ASSESSMENT ENDORSEMENT
WC 41 04 02 00 - 001	TN PENDING LOSS COST & ASSIGN RISK RATE
WC 42 03 01 F - 001	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 A - 001	TX WAIVER OF OUR RIGHT TO RECOVER
WC 42 04 07 00 - 001	TX AUDIT PREMIUM & RETRO PREM ENDT
WC 45 06 02 00 - 001	VA AMENDATORY ENDT
WC 52 06 02 01 - 001	HI NOTIFICATION ENDT
WC 99 03 A8 A - 001	CARRIER INSOLVENCIES-ENDT TO LIMIT INS
WC 99 06 E4 00 - 001	NH CERTIFIED MANAGED CARE ENDT

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 99 06 46 00 - 001	ILLINOIS AMENDATORY ENDORSEMENT
WC 99 06 47 00 - 001	AMENDED CANCELLATION CONDITION ENDT
WC 17 03 03 00 - 001	LOUISIANA DUTY TO DEFEND

The Travelers Insurance Companies

(Each a Stock Insurance Company)

Hartford, Connecticut

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws.
10. bodily injury to a master or member of the crew of any vessel.
11. fines or penalties imposed for violation of federal or state law.
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgement as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below:

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgement.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX – CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.

Secretary

President

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 49 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

EMPLOYERS LIABILITY LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

1. The applicable limits of liability stated in Item 3.B.of the New Jersey Information Page WC 00 00 01 (B) and the limits of liability stated in the Countrywide Information Page WC 00 00 01 (A) of this policy refer to ONE AND THE SAME set of limits for Bodily Injury by Accident, Each Accident; Bodily Injury by Disease, Policy Limit; and Bodily Injury by Disease, Each Employee.
2. All other references to Part Two (Employers Liability Insurance) limits of liability within the policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003470

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 24 04 06 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed $1,000 excluded from your experience modification calculation. This will only be allowed when you pay all of the employee's medical costs, there is no lost time from the employment, other than the first three days or less of disability and no claim is filed. You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid "out-of-pocket" due to a particular injury should ever exceed $1,000 in the aggregate, and/or the employee misses more than three days from work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience modification calculation.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 06 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW JERSEY LARGE RISK - LARGE DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the insurance provided by:

   Part One (Workers Compensation Insurance)
   Part Two (Employers Liability Insurance) and
   Part Three (Other States Insurance)

2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under Part One, Part Two or Part Three of the policy, except as otherwise stated in this endorsement.

3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally, required, including allocated loss adjustment expense which arises out of any claim or suit we defend, where you elect to include such expense.

4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us in accordance with NJSA 34:15-83.

DEDUCTIBLE - EACH OCCURRENCE EACH CLAIM

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, including allocated loss adjustment expense if elected by you, for bodily injury to one or more employees as the result of any one accident or for disablement of one employee due to bodily injury by disease.

DEDUCTIBLE - POLICY AGGREGATE

6. The amount stated in the Schedule as aggregate is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense if elected by you, because of bodily injury by accident or bodily injury by disease for the policy period.

   (a) If we cancel the policy, the aggregate amount stated in the Schedule will be reduced to a pro rata amount based on the time this policy was in force.

   (b) If you cancel the policy as a result of your retiring from business, the aggregate deductible amount will be reduced to a pro rata amount based on the time this policy was in force.

   (c) If you cancel the policy for any reason other than retiring from business, the aggregate deductible amount will not be reduced.

   (d) If this policy is issued for a term of less than one year, the aggregate deductible amount will not be reduced.

EFFECT OF DEDUCTIBLE ON LIMITS OF LIABILITY

7. The applicable limits of liability as respects Part Two (Employers Liability Insurance) are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered by this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of loss adjustment expense, where such expense Is elected by you, will not affect the limits of liability.

ALLOCATED LOSS ADJUSTMENT EXPENSE

8. Allocated loss adjustment expense, which is electable by you, means claims expenses directly allocated by us to a particular claim. Such expense shall not include cost of investigation or the salaries and traveling expenses of our employees other than those salaried employees who perform services which can be directly allocated to the handling of a particular claim.

RECOVERY FROM OTHERS

9. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount and

(b) Then the remainder, If any, will be applied to reduce the deductible amount reimbursable by you.

CANCELLATION

10. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy for nonpayment in accordance with the provisions of statue. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

SOLE REPRESENTATION

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement

(b) Obligations to receive premiums

(c) Giving or receiving notice of cancellation

YOUR DUTIES AND UNDERSTANDINGS

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

OTHER RIGHTS AND DUTIES

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you and

(b) Your duties if injury occurs.

ADDITIONAL CHARGES

14. The surcharges for the Second Injury Fund and Uninsured Employers Fund and the premium charge for the expense constant are not part of the Large Risk - Large Deductible Program but are Included in the total cost of the coverage provided by the policy to which this endorsement is attached.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 29 06 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

COVERAGE			DEDUCTIBLE AMOUNT BASIS
Bodily Injury By Accident	$	500,000	each accident
Bodily Injury By Disease	$	500,000	each employee
All Covered Bodily Injury	$	0	aggregate

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 98 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MAINE AMENDATORY ENDORSEMENT

As respects Maine exposures, the Workers Compensation Deductible Endorsement, Paragraph 12. **Your Duties and Understandings** is removed in its entirety and replaced with the following:

Your Duties and Understandings

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost, net of the first $5,000 of loss, shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

WORKERS COMPENSATION LARGE RISK LOSS REIMBURSEMENT PLAN ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the loss reimbursement amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the loss reimbursement amount, provided that this does not release you from your obligation to reimburse us.

B. Loss Reimbursement – Each Accident

1. The loss reimbursement amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the loss reimbursement amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Loss Reimbursement Limit

1. The amount stated in the Schedule as the Aggregate Loss Reimbursement limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Loss Reimbursement. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Loss Reimbursement on Limits of Liability

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the loss reimbursement amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific loss reimbursement amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. **"Allocated Loss Adjustment Expense"** (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

   (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

   (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

   - Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
   - Expert medical or other testimony;
   - Autopsy;
   - Witnesses and summonses;
   - Copies of documents such as birth and death certificates and medical treatment records;
   - Arbitration fees;
   - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
   - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
   - Appeal bond costs and appeal filing fees.

   (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

   - Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
   - Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
   - Preferred Provider Network/Organization expenses.
   - Medical fee review panel expenses.

   (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

3. Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Loss reimbursement Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a loss reimbursement, loss limit or retained limit for any policy listed in the Schedule on the loss reimbursement endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

   The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the Schedule of the loss reimbursement endorsement, subject to a negotiated minimum aggregate.

   As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited Standard Premium.

   The Maximum Loss Content charge is the charge which compensates us for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content.

   If a Maximum Loss content is selected, the aggregate loss reimbursement limit charge to be included in the Loss reimbursement Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the loss reimbursement amount; and

   (b) The remainder, if any, will be applied to reduce the loss reimbursement amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the loss reimbursement provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this loss reimbursement endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you, and

(b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 D4 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Loss Reimbursement Amount $ 500,000 Each Accident (including disease as defined in Loss Reimbursement – Each Accident).
2. Aggregate Limit is _____. It is adjusted based on: (option that applies is indicated by "X")
   a. ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
      But in no event less than $ _____ (dollar amount).
   b. ☐ Negotiated percentage of Standard Premium _____ (Percentage of Standard Premium)
      But in no event less than $ _____ (dollar amount).
   c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expense (ALAE): (option that applies is indicated by "X")
   A. ☒ Included in the loss reimbursement – each accident limit and included in the aggregate amount; or
   B. ☐ Excluded from the loss reimbursement – each accident limit and _____ ("included in" or "excluded from") aggregate amount; and (option that applies is indicated by "X")
      i. ☐ reimbursed by you for total amount of expense regardless of loss reimbursement limit(s); or
      ii. ☐ shared pro rata between you and us; or
      iii. ☐ fully paid by us in return for a flat charge payable by you
      flat charge: _____ (enter dollar amount);
4. Claims Handling and other associated expenses:
   A. Claim Handling is (options that apply are indicated by "X")
      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____;
      ii. ☒ reimbursed by you as a flat charge for each claim;
      flat charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT ;
      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____;
   B. Charges other than Claim Handling are: (option that applies is indicated by "X")
      i. ☒ reimbursed by you at a rate of 0.1827 times exposure base of _____ per _____; or
      ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

003475

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4131 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Information Page.

6. Maximum Loss Content (Applicable only if 2.c. of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 8.4181 (enter rate) per $100 of audited payroll

      But in no event less than $0 (dollar amount),

   b. [ ] Negotiated percentage of Standard Premium _____ (Percentage of Standard Premium)

      But in no event less than $ _____ (dollar amount),

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2N-UB-121D3206-06
TRJ-UB-121D3218-06
TC2J-CAP-260T3298-06

TC2E-CAP-822K5929-06

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 E2 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MISSOURI SPECIAL ENDORSEMENT

As respects Missouri exposures:

NOTICE: THIS WORKERS COMPENSATION POLICY CONTAINS A DEDUCTIBLE OPTION, UNDER WHICH YOU, THE EMPLOYER, ARE REQUIRED TO REIMBURSE CERTAIN LOSSES. PLEASE READ THIS POLICY CAREFULLY AND UNDERSTAND ITS CONDITIONS THOROUGHLY PRIOR TO PURCHASING COVERAGE.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 E8 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible - Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. **"Allocated Loss Adjustment Expense"** (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

(a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/ Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

(a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

(b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered Claims.

(c) Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content.

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

   The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

   As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

   The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.
2. When a cancellation is due to non-payment of premiums, the cancellation shall not become effective until ten (10) days after a notice of cancellation is served on the employer and filed with the office of the Chairman.
3. When cancellation is due to any reason other than non-payment of premiums, the cancellation becomes effective thirty (30) days after the notice of cancellation is served on the employer and filed with the office of the Chairman.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
   (a) Our right and duty to defend any claim, proceeding or suit against you, and
   (b) Your duties if injury occurs.

L New York State Assessments

The New York State Assessments are costs levied on insurers for the purpose of funding the following:

(a) Workers' Compensation Board
(b) Reopened Case Fund
(c) Special Disability Fund
(d) Interdepartmental Expenses
(e) Special Funds Conservation Committee

The cost of these assessments is set forth in the New York section of the Extension of Information Page – Schedule as a separate policyholder surcharge which is in addition to any of the policyholder charge referenced.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 E8 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____. It is based on: (option that applies is indicated by "X")
   - a. ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
     But in no event less than $ _____, (dollar amount)
   - b. ☐ Negotiated percentage of Standard Premium _____ (Percentage of standard premium)
     But in no event less than $ _____, (dollar amount)
   - c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expense(s) (ALAE): (option that applies is indicated by "X")
   - A. ☒ Included in the deductible – each accident limit and included in the aggregate amount; or
   - B. ☐ Excluded from the deductible – each accident limit and _____ ("included in" or "excluded from") aggregate amount; and (option that applies is indicated by "X")
     - i. ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
     - ii. ☐ shared pro rata between you and us; or
     - iii. ☐ fully paid by us in return for a flat charge payable by you
       flat charge: _____ (enter dollar amount);

   NOTE: EXCEPT FOR OPTION B.III. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.
4. Claims Handling and other associated expenses:
   - A. Claim Handling is (options that apply are indicated by "X")
     - i. ☐ reimbursed by you as a percentage charge for each loss;
       percentage charge: _____;
     - ii. ☒ reimbursed by you as a flat charge for each claim;
       flat charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT;
     - iii. ☐ reimbursed by you as a flat charge against the policy;
       flat charge $ _____;
   - B. Charges other than claim handling are: (option that applies is indicated by "X")
     - i. ☒ reimbursed by you at a rate of 0.1827 times exposure base of _____ per _____; or
     - ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

POLICY NUMBER: (TC2NUB-121D320-6-06)

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4131 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Declaration Page.

6. Maximum Loss Content (Applicable only if **2.c.** of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 8.4181 (enter rate) per $100 of audited payroll

      But in no event less than $ 0 (dollar amount),

   b. [ ] Negotiated percentage of standard premium _____ (Percentage of standard premium)

      But in no event less than $ _____ (dollar amount),

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2N-UB-121D3206
TRJ-UB-121D3218
TC2J-CAP-260T3298

TC2E-UB-CAP-822K5929

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible — Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

"Allocated Loss Adjustment Expense" (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

1. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
2. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
   - Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
   - Expert medical or other testimony;
   - Autopsy;
   - Witnesses and summonses;
   - Copies of documents such as birth and death certificates and medical treatment records;
   - Arbitration fees;
   - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
   - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
   - Appeal bond costs and appeal filing fees.
3. Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
   - Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
   - Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
   - Preferred provider Network/ Organization expenses.
   - Medical fee review panel expenses.
4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.
3. Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content.

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed

in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 E9 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____. It is adjusted based on: (option that applies is indicated by "X")
   - a. ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
     But in no event less than $ _____ (dollar amount).
   - b. ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)
     But in no event less than $ _____ (dollar amount).
   - c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE): (option that applies is indicated by "X")
   - A. ☒ Included in the deductible – each accident limit and included in the aggregate amount; or
   - B. ☐ Excluded from the deductible – each accident limit and _____ ("included in" or "excluded from") aggregate amount; and (option that applies is indicated by "X")
     - i. ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
     - ii. ☐ shared pro rata between you and us; or
     - iii. ☐ fully paid by us in return for a flat charge payable by you
       flat charge: _____ (enter dollar amount).
4. Claims Handling and other associated expenses:
   - A. Claim Handling is (options that apply are indicated by "X")
     - i. ☐ reimbursed by you as a percentage charge for each loss;
       percentage charge: _____;
     - ii. ☒ reimbursed by you as a flat charge for each claim;
       flat charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT
     - iii. ☐ reimbursed by you as a flat charge against the policy;
       flat charge $ _____;
   - B. Charges other than claim handling is: (option that applies is indicated by "X")
     - i. ☒ reimbursed by you at a rate of 0.1827 times exposure base of _____ per _____; or
     - ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4131 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Information Page.

6. Maximum Loss Content (Applicable only if **2.c.** of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 8.4181 (enter rate) per $100 of audited payroll

      But in no event less than $ 0 (dollar amount),

   b. [ ] Negotiated percentage of standard premium _____ (Percentage of standard premium)

      But in no event less than $ _____ (dollar amount),

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2J-UB-121D3206
TRJ-UB-121D3218
TC2J-CAP-260T3298

TC2E-CAP-822K5929

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G4 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required under the policy, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as stated in the Schedule. You will also reimburse us for Claim Handling Expenses as set forth in the Schedule.

B. Deductible — Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as stated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be included in the aggregate deductible limit depending upon the option selected by you, as stated in the Schedule.

   We will not reduce the aggregate deductible limit if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s), will not reduce, and is in addition to the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense or ALAE shall encompass the following costs which can be directly allocated to a particular claim:

   (1) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

   (2) Court, Alternate Dispute Resolution and other specific items of expense such as:

   (a) Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency, or length of disability;

   (b) Expert medical or other testimony;

   (c) Autopsy;

   (d) Witnesses and summonses;

   (e) Copies of documents such as birth and death certificates, medical treatment records;

   (f) Arbitration fees;

   (g) Surveillance; and

   (h) Appeal bond costs and appeal filing fees.

   (3) Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

   (a) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

   (b) Hospital and Other Treatment Utilization Reviews, including precertification/preadmission, concurrent or retrospective reviews.

   (c) Preferred Provider Network/Organization expenses

   (d) Medical Fee Review Panel expenses.

   (4) Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

   The following shall not be included as Allocated Loss Adjustment Expense(s):

   (1) Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expense.

   (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigations normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered claims.

   (3) Expenses which are defined as either an indemnity or medical loss.

2. If the option indicated on the schedule is for you to reimburse us for the total Allocated Loss Adjustment Expense with ALAE above the deductible limits being shared pro rata between you and us, your pro rata share of ALAE will be determined as follows:

(1) When ALAE is excluded from the deductible amount each accident and excluded from the aggregate deductible amount, we will calculate the ratio of the deductible amount each accident to the total loss. We will then multiply ALAE by that ratio to determine your pro rate share.

(2) When ALAE is excluded from the deductible amount each accident and included in the aggregate deductible amount, we will calculate the ratio of medical and indemnity loss within the aggregate deductible limit to the total medical and indemnity losses. We will then multiply ALAE by that ratio to determine your pro rata share.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation.

H. Sole Representation

1. The insured first named in Item 1. of the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injury by accident or bodily injury by disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G4 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible - Each Accident)
2. Aggregate Deductible Limit Option (option that applies indicated by "X")

   ☐ Negotiated rate of _____ (enter rate) Per $100 of audited payroll.

   But in no event less than $ _____ (dollar amount)

   ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)

   But in no event less than $ _____ (dollar amount)

   ☒ No Aggregate Deductible Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) (option that applies indicated by "X"):

   ☒ Included in the deductible each accident limit and included in the aggregate deductible amount; or

   ☐ Excluded from the deductible each accident limit and _____ ("included in" or "excluded from") aggregate deductible amount; and (option that applies indicated by "X")

   ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or

   ☐ reimbursed by you for total amount of expense; ALAE above the deductible limits will be shared pro pro rata between you and us; or

   ☐ reimbursed by you as a flat charge against the policy, flat charge: _____ (enter dollar amount)
4. Claims Handling Expenses other than ALAE are (option that applies indicated by "X"):

   ☐ reimbursed by you as a percentage of each loss;
   percentage charge: _____ ; or

   ☒ reimbursed by you as a charge for each claim;
   charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT ; or

   ☐ reimbursed by you as a flat charge against the policy;
   flat charge $ _____
5. ☒ At final premium audit, this policy will be billed at a rate of $ 0.4131 per $100 of audited payroll,

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 48 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible -- Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense (ALAE) encompasses the following costs which can be directly allocated to a particular claim:

(a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates, medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or cost for loss prevention and engineering personnel and fees or cost for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/ Organization expenses.
- Medical Fee Review Panel expenses.

(d) Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular Claim which are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

(1) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expense.

(2) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease, or damage, including evaluation and settlement of covered Claims.

(3) Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content.

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of

payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the Schedule of the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited Standard Premium.

The Maximum Loss Content charge is the charge which compensates us for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content.

If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
   (a) First, to any payments made by us in excess of the deductible amount; and
   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
   (a) Changes to this endorsement;
   (b) Obligations to receive premiums; or
   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
   (a) Our right and duty to defend any claim, proceeding or suit against you, and
   (b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 48 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____ . It is adjusted based on: (option that applies is indicated by "X")
   - a. ☐ Negotiated rate of _____ per $100 of audited payroll (enter rate)
     But in no event less than $ _____. (dollar amount)
   - b. ☐ Negotiated percentage of Standard Premium _____ (Percentage of Standard Premium)
     But in no event less than $ _____. (dollar amount)
   - c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE): (option that applies is indicated by "X")
   - A. ☒ Included in the deductible – each accident limit and included in the aggregate amount; or
   - B. ☐ Excluded from the deductible – each accident limit and _____ aggregate amount; and ("included in" or "excluded from") (option that applies is indicated by "X")
     - i. ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
     - ii. ☐ shared pro rata between you and us; or
     - iii. ☐ fully paid by us in return for a flat charge payable by you flat charge: _____ ; (enter dollar amount)
4. Claims Handling and other associated expenses:
   - A. Claim Handling is (options that apply are indicated by "X")
     - i. ☐ reimbursed by you as a percentage charge for each loss; percentage charge: _____ ;
     - ii. ☒ reimbursed by you as a flat charge for each claim; flat charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT ;
     - iii. ☐ reimbursed by you as a flat charge against the policy; flat charge $ _____ .
   - B. Charges other than Claim Handling are: (option that applies is indicated by "X")
     - i. ☒ reimbursed by you at a rate of 0.1827 times exposure base of _____ per _____ ; or
     - ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4131 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Information Page.

6. Maximum Loss Content (Applicable only if **2.c.** of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 8.4181 (enter rate) per $100 of audited payroll

      But in no event less than $ 0 (dollar amount).

   b. [ ] Negotiated percentage of Standard Premium _____ (Percentage of standard premium)

      But in no event less than $ _____ (dollar amount).

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2J-UB-121D3206
TRJ-UB-121D3218
TC2J-CAP-260T3298

TC2E-CAP-822K5929

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 79 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the Workers' Compensation Insurance, Employers Liability Insurance and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the Insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not change the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount.

Deductible – Each Accident

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible depending upon the option selected by you.

Aggregate Deductible Limit

6 The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

(a) this endorsement is issued for a term of less than (1) year, or

(b) the policy or this endorsement is cancelled for any reason by you or by us before the end of the policy period.

Effect of Deductible on Limits of Liability

7. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered under this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of Allocated Loss Adjustment Expense(s), where such expense is elected by you, will not reduce, and is in addition to the limits of liability.

Allocated Loss Adjustment Expense

8. Allocated Loss Adjustment Expense shall encompass the following costs which can be directly allocated to a particular claim:

(1) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

(2) Court, Alternate Dispute Resolution and other specific items of expense, such as:

Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency, or length of disability;

Expert medical or other testimony;

Autopsy;

Witnesses, and summonses;

Copies of documents such as birth and death certificates, medical treatment records;

Arbitration fees;

Surveillance;

Appeal bond costs and appeal filing fees.

(3) Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose if controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

Hospital and Other Treatment Utilization Reviews, including precertification/preadmission, concurrent or retrospective reviews.

Preferred Provider Network/Organization expenses.

Medical Fee Review Panel expenses.

(4) Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

The following shall not be included as Allocated Loss Adjustment Expense(s):

(1) Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expense.

(2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigations normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered claims.

(3) Expenses which are defined as either an indemnity or medical loss.

Recovery From Others

9. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount; and

(b) The remainder, if any, will be applied to reduce the deductible amount reimbursable by you.

Cancellation

10 If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement;

(b) Obligations to receive premiums; or

(c) Giving or receiving notice of cancellation.

Your duties and Understanding

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you, and

(b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 79 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $500,000 Each Accident
2. Aggregate Limit is (check one)
   - ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
     But in no event less than $_____ (dollar amount).
   - ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium).
     But in no event less than $_____ (dollar amount).
   - ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE):
   - ☒ Included in the deductible limit and included in the aggregate amount; or
   - ☐ Excluded from the deductible limit and _____ ("included in" or "excluded from") aggregate amount; and
     - ☐ Reimbursed by insured for total amount of expense regardless of deductible limit(s); or
     - ☐ Reimbursed by insured for total amount of expense; ALAE above the deductible limits will be shared pro rata between insured and insurer; or
     - ☐ Reimbursed fully by insurer in return for a flat charge
       flat charge: _____ (enter dollar amount); or
4. Claims Handling Expenses other than ALAE are:
   - ☐ Reimbursed by the insured as a percentage charge for each loss;
     percentage charge: _____; or
   - ☒ Reimbursed by the insured as a flat charge for each claim;
     flat charge per claim $110.00 CM, 1000.00 CB PER INCIDENT; or
   - ☐ Reimbursed by the insured as a flat charge against the policy;
5. flat charge $_____.

At final premium audit, this policy

☒ will be billed at a rate of $0.4131 per $100 of audited payroll.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003488

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

DEFENSE BASE ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act (42 USC Sections 1651-1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Defense Base Act.

SCHEDULE

DESCRIPTION OF WORK

ALL EMPLOYEES

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 04 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. Limits of Liability of Part Two (Employers Liability Insurance) is replaced by the following.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A of the Information Page or in the Schedule.

   Bodily injury by disease does not include disease that results directly from bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in item 3.A of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 04 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

Schedule

1. **Limits of Liability**

Bodily Injury by Accident	$ 1,000,000	each accident
Bodily Injury by Disease	$ 1,000,000	aggregate

2. **State**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 06 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AL	148.00
CT	26.00
FL	129.00
GA	101.00
HI	66.00
IA	124.00
IL	58.00
IN	73.00
KS	75.00
KY	44.00

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 06 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

STATE	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE PERCENTAGE
LA	144.00
MD	66.00
ME	44.00
MI	73.00
MO	66.00
NC	112.00
ND	76.00
NH	133.00
NJ	50.00
NM	97.00
NY	111.20
OH	155.00
OK	69.00
PA	79.10
PR	155.00
SC	99.00
TN	165.00
TX	83.00
VA	89.00
WA	101.00
WV	84.00
WY	161.00

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 09 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits. Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

SCHEDULE

Description and Location of Work

IF ANY

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003491

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 01 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 01 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease--aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

SCHEDULE

1. Description of work: ALL MARITIME WORK

2. Transportation, Wages, Maintenance and Cure Premium $ NOT APPLICABLE

3. Limits of Liability

Bodily Injury by Accident	$ 1,000,000	each accident
Bodily Injury by Disease	$ 1,000,000	aggregate

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in item 1 of the Schedule were subject to the workers compensation law shown in item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. **EMPLOYEES**

   Master and members of the crews of these vessels:

   ANY VESSELS

WORKERS COMPENSATION LAW

ST OF HIRE

2. **DESCRIPTION OF WORK:**

   ALL MARITIME WORK

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003493

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 03 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

SCHEDULE

States

ND WA WV WY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 10 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration on such persons.

SCHEDULE

PERSONS	STATE
SOLE PROPRIETOR:	
PARTNERS:	
OFFICERS:	
OTHERS: "ALL EXECUTIVE OFFICERS"	

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003494

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 11 (A) –

POLICY NUMBER: (TC2NUB-121D320-6-06)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits

of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of employment shown in the Schedule were shown in Item 3.A. of the Information Page.

SCHEDULE

EMPLOYEES	STATE OF EMPLOYMENT	DESIGNATED WORKERS COMPENSATION LAW
ALL EMPLOYEES NOT SUBJECT TO THE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, EXCLUDING MASTERS OR MEMBERS OF THE CREW OF ANY VESSEL.	ANY STATE IN ITEM 3.A OR 3.C EXCEPT NJ AND WI.	STATE OF HIRE

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 11 (00) –

POLICY NUMBER: (TC2NUB-121D320-6-06)

VOLUNTARY COMPENSATION AND

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. HOW THIS INSURANCE APPLIES

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. WE WILL PAY

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. EXCLUSIONS

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. BEFORE WE PAY

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 11 (00) –

POLICY NUMBER: (TC2NUB-121D320-6-06)

E. RECOVERY FROM OTHERS

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. EMPLOYERS LIABILITY INSURANCE

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of employment shown in the Schedule were shown in item 3.A of the Information Page.

SCHEDULE

1. EMPLOYEES	STATE OF EMPLOYMENT	DESIGNATED WORKERS COMPENSATION LAW
ALL EMPLOYEES NOT SUBJECT TO THE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, EXCLUDING MASTERS OR MEMBERS OF THE CREW OF ANY VESSEL.	ANY STATE IN ITEM 3.A. OR 3.C. EXCEPT NJ AND WI. EXCEPT CA,	STATE OF HIRE

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (TC2NUB-121D320-6-06)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS

DESIGNATED ORGANIZATION:

AGREED BY WRITTEN CONTRACT EXCUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

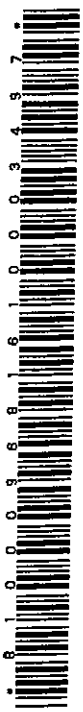
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.



DATE OF ISSUE: 02-08-06 ST ASSIGN:

003497

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

SCHEDULE

STATE

GA HI NY OK PA

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 14 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003498

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 22 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FOREIGN TERRORISM PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium for losses that may occur in the event of an act of foreign terrorism.

Your policy provides coverage for workers compensation losses caused by acts of foreign terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

For purposes of this endorsement, an "act of foreign terrorism" is defined as:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of foreign terrorism is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	**Rate per $100 of payroll**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned By _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 32 03 01 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancelation** Condition of the policy is replaced by this Condition:

D. Cancelation and Nonrenewal

1. You may cancel this policy.

   If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy.

   (a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancelation and the reasons for cancelation by registered or certified mail, return receipt requested.

   (b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

   (1) Nonpayment of premium in accordance with the policy terms.

   (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.

   (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.

   (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

   (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.

   (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

   (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 5841-30.

   (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.

   (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.

   (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

   (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancelation stating the precise reason for cancelation. We must provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancelation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancelation is required to be

given by registered or certified mail, cancelation will not be effective unless and until that method is employed and completed. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancelation invalidates the cancelation only as to that other person's interest.

(d) Cancelation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancelation.

3. We may refuse to renew this policy.

(a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.

(b) If this policy is for a term of more than one year or for an indefinite term, we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.

(c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.

(d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.

4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.

5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.

6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancelation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 01 01 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

OPERATIONS INVOLVING BOTH STATE WORKERS COMPENSATION LAWS AND THE U. S. LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT

You agree to keep your payroll records split between the remuneration earned by your employees while working on the shore and the remuneration earned while working upon the Navigable Waters of the United States, including any dry dock.

Your operation shall be assigned to the proper classification and the rates that we apply for such Non-F classification will be increased, according to manual rule, by the following percentages:

STATE	PERCENTAGE	STATE	PERCENTAGE
AL	148.00	CA	125.00
CT	26.00	FL	129.00
GA	101.00	HI	66.00
IA	124.00	IL	58.00
IN	73.00	KS	75.00
KY	44.00	LA	144.00
MD	66.00	ME	44.00
MI	73.00	MO	66.00
NC	112.00	ND	76.00
NH	133.00	NJ	50.00
NM	97.00	NY	111.20
OH	155.00	OK	69.00
PA	79.10	PR	155.00
SC	99.00	TN	165.00
TX	83.00	VA	89.00
WA	101.00	WV	84.00
WY	161.00		

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003500

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A6 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed-Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages-Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefore is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payments-Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars ($100).

   If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.
4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

   This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A6 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

Applicable to and forming part of Policy No. _____

Issued by the _____

To _____ of _____

Dated at _____ this _____ day of _____, 20____

Countersigned _____

POLICY NUMBER: (TC2NUB-121D320-6-06)

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT — LOUISIANA

This endorsement adds Foreign Reimbursement Insurance coverage to the policy.

A. How This Insurance Applies.

This insurance applies only to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a United States citizen or a resident of the United States and described in item 1 of the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work at a location described in item 2 of the Schedule, or occur while being transported to or from the United States or Canada in connection with such employment.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. Bodily injury includes endemic disease.

B. Exclusions

This insurance does not cover:

1. Any duty imposed by a workers compensation or occupational disease law, or any similar law;
2. Bodily injury which occurs within the United States of America, its territories or possessions, or Canada;
3. Bodily injury sustained by a master or member of the crew of any vessel;
4. Bodily injury intentionally caused or aggravated by you;
5. Fines or penalties.

C. Payment Conditions

We will reimburse you an amount equal to the compensation benefits that you would be required to pay to an employee who sustains a bodily injury to which this insurance applies.

Before we reimburse you, the person entitled to the benefits must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce our right to recover from others.

If the person entitled to the benefits fail to do these things, our obligation to you may be reduced commensurate with the prejudice suffered by your employee's failure to cooperate.

D. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefit we paid them.

E. Company Option

We may, at our option, pay on your behalf the benefits provided by this insurance.

F. Repatriation Expense

We agree to reimburse you for all reasonable expenses incurred in excess of normal transportation costs for repatriation of such employee (including the body of such employee if fatally injured) from the location of operations to the destination in the United States or Canada. The limit of our liability for such expense shall not exceed the Repatriation Expense amount stated in item 4 of the Schedule.

G. Part Two (Employers Liability Insurance)

The provisions of the policy applicable to Part Two (Employers Liability Insurance) are amended to apply to any injury to which Foreign Reimbursement Coverage applies, subject to the following additional provisions:

1. The limit of liability stated in item 3b of the Policy Information Page is replaced by the amount stated in item 4 of the Schedule as applicable to the Limit of Liability for Employers Liability Insurance;
2. If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, we shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case in which we elect not to investigate, settle or defend, you, under supervision from us, shall make or cause to be made such investigation and defenses as are reasonably necessary, and, subject to prior authorization by us, will effect to the extent possible such settlement or settlements as we and you deem prudent. We shall reimburse you for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements.

H. Limits of Liability

The limit of liability stated in item 4 of the Schedule is the total limit of our liability for all sums payable under Foreign Reimbursement Coverage.

The total limit of our liability because of bodily injury sustained by any one employee shall not exceed the lessor of:

1. The amount equal to the compensation and other benefits which would have been payable under the workers compensation law of the state designated in item 3 of the Schedule if such law had been applicable to such bodily injury, or
2. The amount designated in item 4 of the Schedule as applicable to "each employee".

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 A9 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

ITEM

1. DESIGNATED EMPLOYEES:

   ALL EMPLOYEES OF THE NAMED INSURED WHILE WORKING OVERSEAS

2. LOCATION AND DESCRIPTION OF OPERATIONS:
   (SEE BELOW FOR DESCRIPTION)* COUNTRY

   ANYWHERE IN THE WORLD

3. DESIGNATED WORKERS COMPENSATION LAW: STATE

   STATE OF HIRE

4. LIMITS OF LIABILITY:

EMPLOYERS LIABILITY COVERAGE		
BODILY INJURY BY ACCIDENT	$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$ 1,000,000	EACH EMPLOYEE
FOREIGN REIMBURSEMENT COVERAGE		
BODILY INJURY BY ACCIDENT	$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$ 1,000,000	EACH EMPLOYEE
REPATRIATION EXPENSE	$ 100,000	EACH EMPLOYEE

*DESCRIPTION OF OPERATIONS:

CLASSIFICATION OF OPERATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
EMPLOYEES WITH OVERSEAS RESPONSIBILITIES		$ IF ANY	INCLUDED	$ TBD

$ INCLUDED

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 C3 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 00 01 01 (A)-001	DEFENSE BASE ACT COV ENDT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 01 04 (A)-001	CW FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDOR
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 01 06 (A)-001	LONGSHORE AND HARBOR WC ACT COV ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 01 09 (A)-001	OUTER CONTINENTAL SHELF LANDS ACT COVERAGE END
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 02 01 (A)-001	MARITIME COVERAGE END
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 02 03 (00)-001	VOLUNTARY COMPENSATION MARITIME COVERAGE END
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 03 03 (C)-001	CW EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 00 03 10 (00)-001	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS KY LA ME MD MI MO NH NM NC OK SC TN TX VA HI
WC 00 03 11 (A)-001	VOLUNTARY COMP AND EMPLOYERS LIAB COV ENDT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS KY LA ME MD MI MO NH NM NY NC OK PA SC TN VA
WC 00 03 11 (00)-001	VOL COMP AND EMP LIAB COV END
APPLIES TO STATE(S):	TX HI
WC 00 03 13 (00)-001	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003503

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS LA ME MD MI MO NM NY NC OK PA SC TN VA HI
WC 00 04 03 (00)-001	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
APPLIES TO STATE(S):	AL CT GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN VA HI
WC 00 04 04 (00)-001	PENDING RATE CHANGE ENDORSEMENT
APPLIES TO STATE(S):	FL MO HI
WC 00 04 04 (00)-001	PENDING RATE CHANGE ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IN IA KY LA ME MD MI MO NH NJ NY NC OK PA SC VA HI
WC 00 04 14 (00)-001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS KY LA MD MO NH NM NY NC OK SC TN VA HI
WC 00 04 19 (00)-001	MULTI-STATE PREMIUM DUE DATE ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KS KY LA ME MD MO NH NJ NM NY NC OK PA SC TN VA HI
WC 00 04 20 (07)-001	TERRORISM RISK INSURANCE ACT ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK SC TN TX VA HI
WC 00 04 21 (00)-001	DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC
APPLIES TO STATE(S):	AL CT GA IL IN IA KS KY LA ME MD NH NJ NY NC OK SC TN
WC 00 04 22 (00)-001	FOREIGN TERRORISM PREMIUM ENDT
APPLIES TO STATE(S):	AL CT GA IL IN IA KS KY ME MD NH NM PA SC TN HI
WC 04 01 01 (A)-001	LONGSHOREMEN'S & HARBOR WKRS' COMP ACT COV END-CA
APPLIES TO STATE(S):	CA
WC 04 03 04 (01)-001	SOLE PROPRIETOR COVERAGE ENDORSEMENT - CALIFORNIA
APPLIES TO STATE(S):	CA
WC 04 03 05 (00)-001	VOL COMP & EMPLOYERS LIAB COV ENDORSEMENT-CA
APPLIES TO STATE(S):	CA
WC 04 03 06 (01)-001	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS - CA
APPLIES TO STATE(S):	CA
WC 04 03 60 (A)-001	CA EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDT
APPLIES TO STATE(S):	CA
WC 04 04 07 (00)-001	CA PREMIUM ADJUSTMENT ENDORSEMENT
APPLIES TO STATE(S):	CA
WC 04 06 01 (A)-001	CA CANCELATION ENDT
APPLIES TO STATE(S):	CA
WC 06 03 01 (00)-001	CT APPLICATION OF WORKERS COMPENSATION
APPLIES TO STATE(S):	CT
WC 06 03 03 (B)-001	CONNECTICUT WC FUNDS COVERAGE ENDT

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S):	CT
WC 06 06 01 (00)-001	CT NONRENEWAL ENDORSEMENT
APPLIES TO STATE(S):	CT
WC 09 03 03 (00)-001	FL EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	FL
WC 09 04 01 (00)-001	FLORIDA CONTRACTING PREM ADJUST END
APPLIES TO STATE(S):	FL
WC 09 04 02 (00)-001	FLORIDA EXPERIENCE RATING MODIFICATION FTR ENDT
APPLIES TO STATE(S):	FL
WC 09 06 06 (00)-001	FL EMPLOYMENT AND WAGE INFORMATION REL. ENDT.
APPLIES TO STATE(S):	FL
WC 10 06 01 (A)-001	GA CANC NONRENEWAL AND CHG ENDT
APPLIES TO STATE(S):	GA
WC 12 06 01 (C)-001	IL AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	IL
WC 15 04 01 (00)-001	KANSAS FINAL PREMIUM ENDORSEMENT
APPLIES TO STATE(S):	KS
WC 15 06 01 (A)-001	KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT
APPLIES TO STATE(S):	KS
WC 16 06 01 (00)-001	KENTUCKY CANCELATION AND NONRENEWAL ENDT.
APPLIES TO STATE(S):	KY
WC 17 03 03 (00)-001	LA DUTY TO DEFEND ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 17 06 01 (C)-001	LA AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 17 06 02 (A)-001	LA COST CONTAINMENT ACT ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 18 06 01 (00)-001	MAINE INSPECTION IMMUNITY ENDORSEMENT
APPLIES TO STATE(S):	ME
WC 18 06 03 (A)-001	ME CANC AND NONRENEWAL ENDT
APPLIES TO STATE(S):	ME
WC 18 06 04 (00)-001	ME FINAL PREM AUDIT ENDT
APPLIES TO STATE(S):	ME
WC 18 06 06 (00)-001	ME NOTICE OF FILING OF FIRST REPORTS OF INJURY
APPLIES TO STATE(S):	ME
WC 18 06 07 (00)-001	ME SUPPLEMENTAL BENEFITS FUND ENDORSEMENT
APPLIES TO STATE(S):	ME
WC 19 06 01 (C)-001	MARYLAND CANCELLATION AND NONRENEWAL ENDT
APPLIES TO STATE(S):	MD
WC 21 03 03 (A)-001	MI NOTICE TO POLICYHOLDER ENDORSEMENT
APPLIES TO STATE(S):	MI

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 21 03 04 (00)-001	MICHIGAN LAW ENDORSEMENT
APPLIES TO STATE(S):	MI
WC 24 04 06 (C)-001	MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT
APPLIES TO STATE(S):	MO
WC 24 06 01 (B)-001	MO CANCELATION AND NONRENEWAL ENDT.
APPLIES TO STATE(S):	MO
WC 24 06 02 (A)-001	MO PROP CASUALTY GUARANTY ASSOC ENDT
APPLIES TO STATE(S):	MO
WC 24 06 04 (00)-001	MO AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	MO
WC 28 06 01 (00)-001	NH SOLE REPRESENTATIVE END'T
APPLIES TO STATE(S):	NH
WC 28 06 04 (00)-001	N H AMENDATORY ENDT
APPLIES TO STATE(S):	NH
WC 29 03 06 (A)-001	NEW JERSEY PART TWO EMPLOYERS LIAB. ENDT.
APPLIES TO STATE(S):	NJ
WC 29 03 07 (00)-001	NJ SOLE PROPRIETORS AND PARTNERS COVERAGE ENDT
APPLIES TO STATE(S):	NJ
WC 29 04 10 (00)-001	NJ CONST CLASS PREM ADJ ENDT
APPLIES TO STATE(S):	NJ
WC 29 06 01 (A)-001	NJ LARGE RISK - LARGE DED ENDT
APPLIES TO STATE(S):	NJ
WC 30 03 01 (00)-001	NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	NM
WC 30 06 01 (00)-001	NM CANCELATION AND NONRENEWAL ENDT
APPLIES TO STATE(S):	NM
WC 31 03 08 (00)-001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
APPLIES TO STATE(S):	NY
WC 31 03 13 (A)-001	NY SOLE PROPRIETORS AND PARTNERS COVERAGE ENDT
APPLIES TO STATE(S):	NY
WC 31 03 19 (C)-001	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM
APPLIES TO STATE(S):	NY
WC 32 03 01 (B)-001	NC AMENDED COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	NC
WC 34 03 01 (B)-001	OHIO EMPLOYERS LIABILITY COVERAGE ENDT
APPLIES TO STATE(S):	
WC 35 04 05 (00)-001	OK LOSS COST AND RATE CHANGE NOTICE ENDT.
APPLIES TO STATE(S):	OK
WC 35 06 01 (C)-001	OK CANCELLATION, NONRENEWAL & CHANGE ENDT
APPLIES TO STATE(S):	OK
WC 35 06 03 (00)-001	OK FRAUD WARNING ENDT

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S):	OK
WC 35 06 04 (00)-001	OK ELECTION OF COVERAGE NOTIFICATION ENDT.
APPLIES TO STATE(S):	OK
WC 37 06 01 (00)-001	SPECIAL PA ENDORSEMENT -- INSPECTION OF MANUALS
APPLIES TO STATE(S):	PA
WC 37 06 02 (00)-001	NOTICE INS CONSULTATION SERVICE EXEMPTION ACT
APPLIES TO STATE(S):	PA
WC 37 06 03 (A)-001	PENNSYLVANIA ACT 86-1986 ENDORSEMENT
APPLIES TO STATE(S):	PA
WC 37 06 04 (00)-001	PA EMPLOYER ASSESSMENT ENDORSEMENT
APPLIES TO STATE(S):	PA
WC 41 04 02 (00)-001	TN PENDING LOSS COST AND ASSIGNED RISK RATE ENDT
APPLIES TO STATE(S):	TN
WC 42 03 01 (F)-001	TX AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	TX
WC 42 03 04 (A)-001	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
APPLIES TO STATE(S):	TX
WC 42 04 07 (00)-001	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM
APPLIES TO STATE(S):	TX
WC 45 06 02 (00)-001	VA AMENDATORY ENDT
APPLIES TO STATE(S):	VA
WC 52 06 02 (01)-001	HI NOTIFICATION ENDORSEMENT
APPLIES TO STATE(S):	HI
WC 99 01 01 (00)-001	STATE WC COMP LAWS AND USL & H WC ACT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NM NY NC OK PA SC TN TX VA HI
WC 99 03 A6 (00)-001	CA POLICY AMENDATORY ENDORSEMENT - CALIFORNIA
APPLIES TO STATE(S):	CA
WC 99 03 A8 (A)-001	CA Endorsement Agreement
APPLIES TO STATE(S):	CA
WC 99 03 A9 (00)-001	LA FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 99 03 C3 (00)-001	CA SPECIAL PROVISIONS ENDORSEMENT
APPLIES TO STATE(S):	CA
WC 99 03 D4 (A)-001	PUERTO RICO EMPLOYERS LIABILITY COVERAGE ENDT
APPLIES TO STATE(S):	
WC 99 03 E6 (00)-001	NY FEDERAL TERRORISM RISK INSURANCE ACT
APPLIES TO STATE(S):	NY
WC 99 03 03 (A)-001	FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY ME MD MI MO NH NM NY OK SC TX VA HI

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 99 03 03 (00)-001	FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	TN
WC 99 03 97 (00)-001	WYOMING AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	
WC 99 03 98 (00)-001	MAINE AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	ME
WC 99 03 99 (00)-001	CA NOTICE OF NON-RENEWAL
APPLIES TO STATE(S):	CA
WC 99 04 01 (00)-001	EXPERIENCE MODIFICATION - PRELIMINARY
APPLIES TO STATE(S):	AL CT GA IL IN IA KS KY LA ME MD MO NH NJ NM NY OK PA SC TN VA HI
WC 99 06 D4 (C)-001	HI WORKERS COMPENSATION LARGE RISK LOSS REIMBURSEM
APPLIES TO STATE(S):	HI
WC 99 06 E2 (00)-001	MO SPECIAL ENDORSEMENT-LG DEDUCTIBLE
APPLIES TO STATE(S):	MO
WC 99 06 E4 (00)-001	NH CERTIFIED MANAGED CARE ENDORSEMENT
APPLIES TO STATE(S):	NH
WC 99 06 E8 (00)-001	NY WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	NY
WC 99 06 E9 (00)-001	PA WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	PA
WC 99 06 F1 (00)-001	WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	NH
WC 99 06 F4 (00)-001	MANAGED CARE PROGRAM ENDORSEMENT
APPLIES TO STATE(S):	CA CT KY OK
WC 99 06 F9 (C)-001	WV EMPLOYERS LIABILITY COVERAGE ENDT
APPLIES TO STATE(S):	
WC 99 06 G2 (A)-001	WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	FL
WC 99 06 G4 (00)-001	VA WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	VA
WC 99 06 G5 (00)-001	WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	KS MO SC
WC 99 06 G7 (B)-001	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI
WC 99 06 H2 (B)-001	OK WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	OK
WC 99 06 03 (00)-001	GENERAL PURPOSE ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KS KY LA ME MD MI MO NH NJ NM NY NC OK PA SC TN TX VA HI

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 99 06 10 (A)-001	AMENDED CANCELLATION CONDITION
APPLIES TO STATE(S):	AL CT GA IN KS MI NM TN HI
WC 99 06 10 (00)-001	AMENDED CANCELLATION CONDITION
APPLIES TO STATE(S):	FL IA KY LA ME NH NY NC OK PA SC TX VA
WC 99 06 11 (00)-001	NOTICE OF CANCELLATION
APPLIES TO STATE(S):	CA GA NJ PA HI
WC 99 06 36 (A)-001	CANCELLATION AMENDMENT - WASHINGTON
APPLIES TO STATE(S):	
WC 99 06 46 (00)-001	ILLINOIS AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	IL
WC 99 06 47 (00)-001	CW AMENDED CANCELLATION CONDITION ENDORSEMENT
APPLIES TO STATE(S):	AL CT IN MI NM HI
WC 99 06 48 (A)-001	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT GA IL IN IA KY LA ME MD MI NM NC SC TN
WC 99 06 49 (00)-001	NJ EMPLOYERS LIABILITY LIMITS OF LIABILITY ENDORSE
APPLIES TO STATE(S):	NJ
WC 99 06 79 (A)-001	WORKERS COMPENSATION LARGE DED. ENDORSEMENT
APPLIES TO STATE(S):	AL CT GA IL MD MI NC TN TX

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 D4 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PUERTO RICO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Puerto Rico.

A. Part One (Workers Compensation Insurance) does not apply to work in Puerto Rico.

B. Part Two (Employers Liability Insurance) applies to work in Puerto Rico as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusion is changed by adding these exclusions:

13. bodily injury to an employee when you are deprived by common law defense or are subject to penalty because of your failure to secure your obligations under the workers compensation of Puerto Rico or otherwise fail to comply with the law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT

This endorsement adds Foreign Reimbursement Insurance coverage to the policy.

A. How This Insurance Applies.

This insurance applies only to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a United States citizen or a resident of the United States and described in item 1 of the Schedule.
2. he bodily injury must arise out of and in the course of employment necessary or incidental to work at a location described in item 2 of the Schedule, or occur while being transported to or from the United States or Canada in connection with such employment.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. Bodily injury includes endemic disease.

B. Exclusions

This insurance does not cover:

1. Any duty imposed by a workers compensation or occupational disease law, or any similar law;
2. Bodily injury which occurs within the United States of America, its territories or possessions, or Canada;
3. Bodily injury sustained by a master or member of the crew of any vessel;
4. Bodily injury intentionally caused or aggravated by you;
5. Fines or penalties

C. Payment Conditions

We will reimburse you an amount equal to the compensation benefits that you would be required to pay to an employee who sustains a bodily injury to which this insurance applies.

Before we reimburse you, the person entitled to the benefits must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce our right to recover from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse you ends at once. If they claim damages from you or from us for the injury or death, our duty to reimburse you ends at once.

D. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefit we paid them.

E. Company Option

We may, at our option, pay on your behalf the benefits provided by this insurance.

F. Repatriation Expense

We agree to reimburse you for all reasonable expenses incurred in excess of normal transportation costs for repatriation of such employee (including the body of such employee if fatally injured) from the location of operations to the destination in the United States or Canada. The limit of our liability for such expense shall not exceed the Repatriation Expense amount stated in item 4 of the Schedule.

G. Part Two (Employers Liability Insurance)

The provisions of the policy applicable to Part Two (Employers Liability Insurance) are amended to apply to any injury to which Foreign Reimbursement Coverage applies, subject to the following additional provisions:

1. The limit of liability stated in item 3b of the Policy Information Page is replaced by the amount stated in item 4 of the Schedule as applicable to the Limit of Liability for Employers Liability Insurance;
2. If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, we shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case in which we elect not to investigate, settle or defend, you, under supervision from us, shall make or cause to be made such investigation and defenses as are reasonably necessary, and, subject to prior authorization by us, will effect to the extent possible such settlement or settlements as we and you deem prudent. We shall reimburse you for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements

H. Limits of Liability

The limit of liability stated in item 4 of the Schedule is the total limit of our liability for all sums payable under Foreign Reimbursement Coverage

The total limit of our liability because of bodily injury sustained by any one employee shall not exceed the lesser of:

1. The amount equal to the compensation and other benefits which would have been payable under the workers compensation law of the state designated in item 3 of the Schedule if such law had been applicable to such bodily injury, or
2. The amount designated in item 4 of the Schedule as applicable to "each employee."

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

ITEM

1. DESIGNATED EMPLOYEES:

   ALL EMPLOYEES OF THE NAMED INSURED
   WHILE WORKING OVERSEAS

2. LOCATION AND DESCRIPTION OF OPERATIONS:

   ANYWHERE IN THE WORLD

   (SEE BELOW FOR DESCRIPTION)* COUNTRY

3. DESIGNATED WORKERS COMPENSATION LAW: STATE

   STATE OF HIRE

4. LIMITS OF LIABILITY:

EMPLOYERS LIABILITY COVERAGE		
BODILY INJURY BY ACCIDENT	$1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$1,000,000	EACH EMPLOYEE
FOREIGN REIMBURSEMENT COVERAGE		
BODILY INJURY BY ACCIDENT	$1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$1,000,000	EACH EMPLOYEE
REPATRIATION EXPENSE	$ 100,000	EACH EMPLOYEE

*DESCRIPTION OF OPERATIONS:

CLASSIFICATION OF OPERATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
EMPLOYEES WITH OVERSEAS RESPONSIBILITIES		$ IF ANY	INCLUDED	$ TBD

TOTAL ESTIMATED ANNUAL PREMIUM: $ INCL

DATE OF ISSUE: 02-08-06

003508

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT

This endorsement adds Foreign Reimbursement Insurance coverage to the policy.

A. How This Insurance Applies.

This insurance applies only to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a United States citizen and described in item 1 of the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work at a location described in item 2 of the Schedule, or occur while being transported to or from the United States or Canada in connection with such employment.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. Bodily injury includes endemic disease.

B. Exclusions

This insurance does not cover:

1. Any duty imposed by a workers compensation or occupational disease law, or any similar law;
2. bodily injury which occurs within the United States of America, its territories or possessions, or Canada.
3. bodily injury sustained by a master or member of the crew of any vessel;
4. bodily injury intentionally caused or aggravated by you;
5. fines or penalties.

C. Payment Conditions

We will reimburse you an amount equal to the compensation benefits that you would be required to pay to an employee who sustains a bodily injury to which this insurance applies.

Before we reimburse you, the person entitled to the benefits must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce our right to recover from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse you ends at once. If they claim damages from you or from us for the injury or death, our duty to reimburse you ends at once.

D. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefit we paid them.

E. Company Option

We may, at our option, pay on your behalf the benefits provided by this insurance.

F. Repatriation Expense

We agree to reimburse you for all reasonable expenses incurred in excess of normal transportation costs for repatriation of such employee (including the body of such employee if fatally injured) from the location of operations to the destination in the United States or Canada. The limit of our liability for such expense shall not exceed the Repatriation Expense amount stated in item 4 of the Schedule.

G. Part Two (Employers Liability Insurance)

The provisions of the policy applicable to Part Two (Employers Liability Insurance) are amended to apply to any injury to which Foreign Reimbursement Coverage applies, subject to the following additional provisions:

1. The limit of liability stated in item 3b of the Policy Information Page is replaced by the amount stated in item 4 of the Schedule as applicable to the Limit of Liability for Employers Liability Insurance;
2. If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, we shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case in which we elect not to investigate, settle or defend, you, under supervision from us, shall make or cause to be made such investigation and defenses as are reasonably necessary, and, subject to prior authorization by us, will effect to the extent possible such settlement or settlements as we and you deem prudent. We shall reimburse you for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements.

H. Limits of Liability

The limit of liability stated in item 4 of the Schedule is the total limit of our liability for all sums payable under Foreign Reimbursement Coverage.

The total limit of our liability because of bodily injury sustained by any one employee shall not exceed the lessor of:

1. The amount equal to the compensation and other benefits which would have been payable under the workers compensation law of the state designated in item 3 of the Schedule if such law had been applicable to such bodily injury, or
2. The amount designated in item 4 of the Schedule as applicable to "each employee".

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

ITEM

1. DESIGNATED EMPLOYEES:
   ALL EMPLOYEES OF THE NAMED INSURED WHILE WORKING OVERSEAS

2. LOCATION AND DESCRIPTION OF OPERATIONS: (SEE BELOW FOR DESCRIPTION)*
   ANYWHERE IN THE WORLD
   OPERATIONS:

3. DESIGNATED WORKERS COMPENSATION LAW: COUNTRY STATE OF HIRE
   STATE

4. LIMITS OF LIABILITY:

EMPLOYERS LIABILITY COVERAGE	$ 1,000,000	POLICY LIMIT
FOREIGN REIMBURSEMENT COVERAGE	$ 1,000,000	EACH EMPLOYEE
	$ 1,000,000	AGGREGATE
REPATRIATION EXPENSE	$ 100,000	EACH EMPLOYEE

*DESCRIPTION OF OPERATIONS:

CLASSIFICATION OF OPERATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
EMPLOYEES WITH OVERSEAS RESPONSIBILITES		IF ANY	INCLUDED	$ TBD

EMPLOYERS - LIABILITY - %
INCREASED LIMITS (IF ANY)

INCREASED LIMIT PREMIUM

TOTAL $

FOREIGN REIMBURSEMENT-CHARGE
(MULTIPLY BY .25)

REPATRIATION EXPENSE-
INCREASE LIMITS (IF ANY)

ESTIMATED ANNUAL STANDARD PREMIUM $

5. MINIMUM PREMIUM:

TOTAL ESTIMATED ANNUAL PREMIUM $ INCL

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 97 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

WYOMING AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the Employers Liability Coverage Endorsement for work in the state of Wyoming.

Part One (Workers Compensation Insurance) does not apply to work in Wyoming.

PART TWO – EMPLOYERS LIABILITY INSURANCE

D. We Will Defend is amended by addition of the following:

The tender of policy limits before judgment or settlement does not relieve us of the duty to defend.

PART SIX – CONDITIONS

D. Cancelation is amended to read:

1. You may cancel this policy. You must mail or deliver advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. If the policy has been in effect for 60 days or more, or is a renewal of a previously existing policy for a term longer than 60 days, we may cancel only for one of the following reasons:
   a. Failure to pay premium when due.
   b. The policy was issued because of a material misrepresentation of fact.
   c. There is a substantial change in the risk assumed, except to the extent that we should have reasonably foreseen or contemplated the change at the time that the policy was written.
   d. There is a substantial breach of contractual duties, conditions or warranties.
3. We will deliver to you and your agent, or mail to you and your agent written notice of cancelation at your last known address. Proof of mailing shall be sufficient proof of notice.
4. If we cancel because you do not pay all premium when due, we will mail the notice of cancelation at least 10 days before the cancelation is to take effect. If we cancel for any other reason, except a material misrepresentation of fact, we will mail the notice of cancelation not less than 45 days before the cancelation is to take effect. Our notice will state the reasons for cancelation.

Nonrenewal

We may elect not to renew the policy. We will deliver to you and your agent, or mail to you and your agent, written notice at your last known address, not less than 45 days prior to the expiration of anniversary date of the policy. Our notice of nonrenewal will state the reasons for nonrenewal.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003510

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 99 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CALIFORNIA WORKERS' COMPENSATION
NOTICE OF NON-RENEWAL

Section 11664 of the California Insurance Code which becomes operative November 30, 1994 requires us in most instances to provide you with a notice of non-renewal. Except as specified in paragraphs 1 through 6 below, if we elect to non-renew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the non-renewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of non-renewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you at least 30 days, but not more than 120 days, prior to the end of the policy period to renew the policy at a changed premium rate.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 04 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

EXPERIENCE MODIFICATION – PRELIMINARY

We agree that the experience modification shown in this policy is preliminary. When all applicable pending state rate filings have been approved, the experience modification, shall be adjusted and when approved by the rating authorities having jurisdiction, the approved experience modification will be added to your policy by endorsement.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003511

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 F4(00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MANAGED CARE PROGRAM ENDORSEMENT

This endorsement applies only to the insurance provided by this policy for the states listed in the schedule below.

This endorsement provides for the payment of benefits under the Workers' Compensation law for medical services and health care to injured workers for compensable injuries and diseases by means of a MANAGED CARE PROGRAM which meets the requirements established by the state. Managed Care Programs are approved on a county by county basis in most states. As an employer you have a responsibility to your employees to comply with the requirements of each county as applicable.

SCHEDULE

Item #1 (STATES)

CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 F9 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

WEST VIRGINIA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in West Virginia.

A. Part One (Workers Compensation Insurance) does not apply to work in West Virginia.

B. Part Two (Employers Liability Insurance) applies to work in West Virginia as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

13. bodily injury to an employee when you are deprived by common law defense or are subject to penalty because of your failure to secure your obligations under the workers compensation law of West Virginia or otherwise fail to comply with the law.

14. bodily injury for which you are liable under West Virginia Code, Section 23-4-2(d)(2)(i);

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise states.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company

Countersigned By _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003512

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 03 (00)- 01

POLICY NUMBER: (TC2NUB-121D320-6-06)

GENERAL PURPOSE ENDORSEMENT

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT WC 99 03 03 (00)-001 IS AMENDED TO READ AS FOLLOWS:

ITEM 1. DESIGNATED EMPLOYEES: ALL EMPLOYEES OF THE NAMED INSURED WHILE WORKING OVERSEAS

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel or nonrenew this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

90

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

90

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 11 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall be effective until written notice in accordance with Item 2 of the Schedule has been mailed to you. Mailing notice to you at the mailing address shown in item 1 of the Schedule shall be sufficient to prove notice.

SCHEDULE

1. NAME AMERICAN WATER WORKS COMPANY INC

ADDRESS 1025 LAUREL OAK ROAD
VOORHEES NJ 08043

2. NUMBER OF DAYS WRITTEN NOTICE: 90

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003514

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 36 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CANCELLATION AMENDMENT—WASHINGTON

This policy shall not be cancelled by the Company until at least forty-five days prior to the effective date of such cancellation a written notice is actually delivered or mailed to you or your representative. Cancellation of the policy for nonpayment of premium will however, only require a ten day written notice be sent prior to the effective date of cancellation.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 20 (07)

POLICY NUMBER: (TC2NUB-121D320-6-06)

TERRORISM RISK INSURANCE ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002.

Definitions

The definitions provided in this endorsement are based on the definitions in the Act and are intended to have the same meaning. If words or phrases not defined in this endorsement are defined in the Act., the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002 and any amendments.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured terrorism or war loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at United States missions or to certain air carriers or vessels.

"Insurer deductible" means:

a. For the period beginning on November 26, 2002 and ending on December 31, 2002, an amount equal to 1% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding November 26, 2002.

b. For the period beginning on January 1, 2003 and ending on December 31, 2003, an amount equal to 7% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2003.

c. For the period beginning on January 1, 2004 and ending on December 31, 2004, an amount equal to 10% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2004.

d. For the period beginning on January 1, 2005 and ending on December 31, 2005, an amount equal to 15% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2005.

Limitation of Liability

The Act may limit our liability to you under this policy. If annual aggregate insured terrorism or war losses of all insurers exceed $100,000,000,000 during the applicable period provided in the Act, and if we have met our insurer deductible, the amount we will pay for insured terrorism or war losses under this policy will be limited by the Act, as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured terrorism or war losses would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States would pay 90% of our insured terrorism or war losses exceeding our insurer deductible.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 20 (07)

POLICY NUMBER: (TC2NUB-121D320-6-06)

2. The additional premium charged for the coverage this policy provides for insured terrorism or war losses is shown in Item 4 of the Information Page or the Schedule below.

Schedule

State	Rate per $100 of Remuneration	State	Rate per $100 of Remuneration
NEW JERSEY			

* For New York the rate is 0.034 for payroll classes and 0.021 of premium for Non-Payroll classes.
This Schedule of rates was used to calculate the premium shown as Terrorism Risk Ins Act 12002 in item 4 of the Information Page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 21 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC INDUSTRIAL ACCIDENTS PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of domestic terrorism, earthquakes and/or a catastrophic industrial accident.

The premium charge provides funding for the risk of earthquakes, catastrophic industrial accidents, and certain acts of domestic and foreign terrorism. It does not provide funding for acts of terrorism certified as such by the Terrorism Risk Insurance Act (TRIA) of 2002, but rather provides funding for all other acts of terrorism specifically excluded by TRIA.

For purposes of this endorsement, the following definitions apply:

Domestic terrorism: All acts of terrorism outside the scope of TRIA with aggregate workers compensation losses in excess of $50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity where aggregate workers compensation losses from the single event are in excess of $50 million.

Catastrophic Industrial Accident: Any single event resulting in aggregate workers compensation losses in excess of $50 million.

Schedule

States	Rate Per $100 Of Remuneration	States	Rate Per $100 Of Remuneration
INCLUDED IN TOTAL ESTIMATED PREMIUM FOR THIS POLICY IN STATES WHERE APPLICABLE.			

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003516

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 E6 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE — NEW YORK CHANGES

This endorsement modifies insurance provided under your Workers Compensation Policy.

The final two (2) paragraphs of WC 99 06 G7, WC 99 06 G8, and WC 99 06 G9 are replaced by the following:

The charge for the terrorism coverage referenced in the Federal Terrorism Risk Insurance Act Endorsement attached to the Policy does not apply to your New York exposure. The rate used to develop your premium for your New York exposure is 0.034 per $100 of New York remuneration, subject to a Large Risk Alternative Rating Option adjustment that results in a charge of 4 % of your New York Workers Compensation Premium. This charge is included in the premium indicated in your policy. Deductible and guaranteed cost policies (if any) will be subject to any applicable adjustments or audits. For retrospective policies (if any), the charge will be a flat charge which is charged at policy inception, not subject to any retrospective premium adjustments or audits.

This endorsement changes the policy and is effective on the date issued unless otherwise stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 F1 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

1.) This endorsement applies to the insurance provided by:
Part One (Workers' Compensation Insurance)
Part Two (Employers' Liability Insurance) or an endorsement to this policy, in the states shown in item 3A of the information page.

2.) This endorsement is between you and us. It does not change the rights of others under the policy. Neither does it change our obligations under Part One or Part Two of the policy.

3.) In consideration for the "Deductible Credit" shown in the classification schedule on the information page, you will reimburse us up to the "Deductible Amounts", stated in the "schedule" at the end of this endorsement, for all advances or payments required by law which we make on your behalf.

4.) The deductible amount shown for Bodily Injury by Accident is the most you must reimburse us for indemnity and medical benefits, damages and "allocated loss adjustment expense" combined for bodily injury to one or more employees as the result of any one accident.

The deductible amount shown for bodily injury by disease is the most you must reimburse us for indemnity and medical benefits, damages and "allocated loss adjustment expense" combined for disablement of one employee due to bodily injury by disease.

5.) The amount shown in the schedule as "All Covered Bodily Injury aggregate" is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense because of bodily injury by accident and bodily injury by disease for each policy period.

The "aggregate" will not be reduced if:

(a) this endorsement is issued for a term of less than (1) year, or

(b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

6.) Allocated Loss Adjustment Expense

a. Allocated Loss Adjustment Expense (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

1. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
2. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
   - Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
   - Expert medical or other testimony;
   - Autopsy;
   - Witnesses and summonses;
   - Copies of documents such as birth and death certificates and medical treatment records;
   - Arbitration fees;
   - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;

- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

3. Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
   - Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
   - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
   - Preferred provider Network/Organization expenses.
   - Medical fee review panel expenses.
4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

   The following shall not be included as "Allocated Loss Adjustment Expense":

   a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

   b. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

   c. Expenses which are defined as either an indemnity or medical loss.

7.) If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

a.) First, to any payments made by a carrier providing coverage excess of this policy;

b.) Next, to any payments made by us in excess of the deductible amount; and

c.) Then the remainder of that recovery will be applied to reduce the deductible amount reimbursable by you.

8.) If you fail to reimburse us as required by this endorsement; we may, at our option, cancel either this endorsement or this policy in accordance with the cancellation conditions.

9.) All bodily injury by accident or disease for which you are responsible under the Worker's Compensation Laws of the States shown in item 3A of the information page shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further agree that all such bodily injuries and their cost shall be included in experience data used to determine experience modifications, for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy, unless such inclusion is precluded by law or regulation.

10.) The applicable limits of liability as respects Part Two (Employers Liability Insurance), shall be inclusive of and not in addition to damages within the deductible amount. The payment of allocated loss adjustment expense, either allocated or unallocated shall not affect the limits of liability.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 F1 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

11.) The first Named Insured shown in the Declarations agrees to reimburse us for all deductible amounts on behalf of all Named Insureds. Each Named Insured is jointly and severally liable to reimburse us for all deductible amounts under this policy.

SCHEDULE

COVERAGE	DEDUCTIBLE AMOUNT	BASIS
BODILY INJURY BY ACCIDENT	$1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$1,000,000	EACH EMPLOYEE
ALL COVERED BODILY INJURY	$	AGGREGATE

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required under the policy, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as stated in the Schedule. You will also reimburse us for Claim Handling Expenses as set forth in the Schedule.

B. Deductible - Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as stated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be included in the aggregate deductible limit depending upon the option selected by you, as stated in the Schedule.

   We will not reduce the aggregate deductible limit if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s), will not reduce, and is in addition to the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates, medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/Organization expenses
- Medical fee review panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.
3. Expenses which are defined as either an indemnity or medical loss.

2. If the option indicated on the schedule is for you to reimburse us for the total Allocated Loss Adjustment Expense with ALAE above the deductible limits being shared pro rata between you and us, your pro rata share of ALAE will be determined as follows:

(1) When ALAE is excluded from the deductible amount each accident and excluded from the aggregate deductible amount, we will calculate the ratio of the deductible amount each accident to the total loss. We will then multiply ALAE by that ratio to determine your pro rata share.

(2) When ALAE is excluded from the deductible amount each accident and included in the aggregate deductible amount, we will calculate the ratio of medical and indemnity loss within the aggregate deductible limit to the total medical and indemnity losses. We will then multiply ALAE by that ratio to determine your pro rata share.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation.

H. Sole Representation

1. The insured first named in Item 1. of the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injury by accident or bodily injury by disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G2 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Deductible Limit Option (option that applies is indicated by "X")
   - ☐ Amount $_____
   - ☒ No Aggregate Deductible Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) (option that applies is indicated by "X")
   - ☒ Included in the deductible each accident limit and included in the aggregate amount; or
   - ☐ Excluded from the deductible each accident limit and _____ aggregate deductible amount; and (option that applies is indicated by "X") ("included in" or "excluded from")
     - ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
     - ☐ reimbursed by you for total amount of expense; ALAE above the deductible limits will be shared pro rata between you and us; or
     - ☐ reimbursed by you as a flat charge against the policy, flat charge: _____ ; (enter dollar amount)
4. Claims Handling Expenses other than ALAE are (option that applies indicated by "X"):
   - ☐ reimbursed by you as a percentage charge for each loss; percentage charge: _____ ; or
   - ☒ reimbursed by you as a charge for each claim; charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT ; or
   - ☐ reimbursed by you as a flat charge against the policy; flat charge $ _____ .

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount.

Deductible — Each Accident

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible depending upon the option selected by you, as indicated in the Schedule.

Aggregate Deductible Limit

6. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

Effect of Deductible on Limits of Liability

7. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered under this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed as stated in the Schedule.

Allocated Loss Adjustment Expense

8. "Allocated Loss Adjustment Expense" (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

   (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

i. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

ii. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

iii. Expenses which are defined as either an indemnity or medical loss.

Recovery From Others

9. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount; and

(b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

Cancellation

10. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement;

(b) Obligations to receive premiums; or

(c) Giving or receiving notice of cancellation.

Your Duties and Understanding

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you, and

(b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G5 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is (check one)

   ☐ Negotiated rate of _____ per $100 of audited payroll
   (enter rate)

   But in no event less than $ _____.
   (dollar amount)

   ☐ Negotiated percentage of standard premium _____
   (Percentage of standard premium)

   But in no event less than $ _____.
   (dollar amount)

   ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE):

   ☒ Included in the deductible limit and included in the aggregate amount; or

   ☐ Excluded from the deductible limit and _____ aggregate amount; and
   ("included in" or "excluded from")

   ☐ reimbursed by insured for total amount of expense regardless of deductible limit(s); or

   ☐ reimbursed by insured for total amount of expense; ALAE above the deductible limits will be shared pro rata between insured and insurer; or

   ☐ reimbursed fully by insurer in return for a flat charge
   flat charge: _____.
   (enter dollar amount)
4. Claims Handling Expenses other than ALAE are:

   ☐ reimbursed by the insured as a percentage charge for each loss;
   percentage charge: _____ ; or

   ☒ reimbursed by the insured as a flat charge for each claim;
   flat charge per claim $ 110.00CM 1000.00CB ; or

   ☐ reimbursed by the insured as a flat charge against the policy;
   flat charge $ _____.
5. At final premium audit, this policy

   ☒ will be billed at a rate of $ 0.4131 per $100 of audited payroll; or

   ☐ will be billed using rates on Declaration Page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

003522

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G7 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies only to your Workers Compensation Benefit obligations stemming from Acts of Terrorism, as dictated by federal law.

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of "Insured Losses" caused by certain "Acts of Terrorism" (each as defined in the Act).

In the event of an *Insured Loss*, each *"Insurer"* (as defined in the Act) is responsible for a deductible of one percent (1%) of its *"Direct Earned Premium"* (as used in the Act) for the calendar year 2001 for *Insured Losses* occurring from November 26, 2002 through December 31, 2002; seven percent (7%) of its *Direct Earned Premium* for the calendar year 2002 for *Insured Losses* occurring during calendar year 2003; ten percent (10%) of its *Direct Earned Premium* for the calendar year 2003 for *Insured Losses* occurring during calendar year 2004; or fifteen percent (15%) of its *Direct Earned Premium* for the calendar year 2004 for *Insured Losses* occurring during calendar year 2005. The Federal Government's share of compensation for *Insured Losses* in each year is 90% of the amount of *Insured Losses* in excess of each *Insurer's* deductible for that year. The *Insurer* is responsible for the payment of the remaining 10% of *Insured Losses*. In no event, however, will the Federal Government or any *Insurer* be required to pay any portion of the amount of aggregate *Insured Losses* occurring in any one year that exceeds $100,000,000,000, provided that such *Insurer* has met its deductible.

As a requirement of the Act, Insurers must make available "Property and Casualty Insurance" (as defined in the Act) coverage for Insured Losses that does not differ materially from the terms, amounts and other coverage limitations that apply to losses arising from events other than Acts of Terrorism. In other words, a loss will not be excluded just because it was caused by an Act of Terrorism; conversely, a loss will not be covered just because it was caused by an Act of Terrorism. The Act also requires Insurers to disclose to policyholders the premium charge for providing such terrorism coverage.

Please note that this policy does not contain an exclusion that specifically excludes coverage for Insured Losses. The charge for this exposure is included in the premium indicated in your policy. The charge that has been included for this coverage is:

Exposures in states other than Florida: 4% of your total Workers Compensation premium. Deductible and guaranteed cost policies (if any) will be subject to any applicable adjustments or audits. For retrospective policies (if any), the charge will be a flat charge which is charged at policy inception, not subject to any retrospective premium adjustments or audits.

Exposures in Florida: The rate used to develop your premium is 0.03 per $100 of state remuneration.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

POLICY NUMBER: (TC2NUB-121D320-6-06)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required under the policy, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as stated in the Schedule. You will also reimburse us for Claim Handling Expenses as set forth in the Schedule.

B. Deductible - Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as stated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be included in the aggregate deductible limit depending upon the option selected by you, as stated in the Schedule.

   We will not reduce the aggregate deductible limit if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s), will not reduce, and is in addition to the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/Organization expenses
- Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

e. Supplementary Payments, as defined in those policies listed in the Exhibits which have a Supplementary Payments provision except for salaries, overhead and traveling expenses of carrier employees who are not doing activities previously listed as allocated expenses.

f. Defense Costs, as defined in those policies listed in the Policy Exhibit which have a Defense Cost provision, except for salaries, overhead and traveling expense of carrier employees who are not doing activities previously listed as allocated expenses.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expense.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a

Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

3. Expenses which are defined as either an indemnity or medical loss.

2. If the option indicated on the schedule is for you to reimburse us for the total Allocated Loss Adjustment Expense with ALAE above the deductible limits being shared pro rata between you and us, your pro rata share of ALAE will be determined as follows:

   (1) When ALAE is excluded from the deductible amount each accident and excluded from the aggregate deductible amount, we will calculate the ratio of the deductible amount each accident to the total loss. We will then multiply ALAE by that ratio to determine your pro rate share.

   (2) When ALAE is excluded from the deductible amount each accident and included in the aggregate deductible amount, we will calculate the ratio of medical and indemnity loss within the aggregate deductible limit to the total medical and indemnity losses. We will then multiply ALAE by that ratio to determine your pro rata share.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this endorsement in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation.

H. Sole Representation

1. The insured first named in Item 1. of the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injury by accident or bodily injury by disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 H2 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Deductible Limit Option (option that applies is indicated by "X")

   ☐ Negotiated rate of _____ (enter rate) Per $100 of audited payroll

   But in no event less than $ _____ (dollar amount),

   ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)

   But in no event less than $ _____ (dollar amount).

   ☒ No Aggregate Deductible Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) (option that applies is indicated by "X")

   ☒ Included in the deductible each accident limit and included in the aggregate amount; or

   ☐ Excluded from the deductible each accident limit and _____ ("included in" or "excluded from") aggregate deductible amount; and (option that applies is indicated by "X")

   ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or

   ☐ reimbursed by you for total amount of expense; ALAE above the deductible limits will be shared pro rata between you and us; or

   ☐ reimbursed by you as a flat charge against the policy, flat charge: _____ (enter dollar amount);
4. Claims Handling Expenses other than ALAE are (option that applies indicated by "X"):

   ☐ reimbursed by you as a percentage charge for each loss;
   percentage charge: _____ ; or

   ☒ reimbursed by you as a charge for each claim;
   charge per claim $ 110.00 CM, 1000.00 CB PER INCIDENT ; or

   ☐ reimbursed by you as a flat charge against the policy;
   flat charge $ _____.
5. At final premium audit, this policy will be billed at a rate of $ 0.4131 per $100 of audited payroll.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 04 (OO)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

SCHEDULE

STATE

AK FL HI KS MO

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003525

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 19 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 01 01 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - CALIFORNIA

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in California. The policy applies to that work as though California were listed in item 3.A of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers' or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The estimated premium for the Longshore and Harbor Workers' Compensation Act coverage provided by this endorsement is as shown in the Schedule below or item 4 of the Information Page.

SCHEDULE

CODE NO.	CLASSIFICATION	ESTIMATED ANNUAL REMUNERATION	RATE PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE INFORMATION PAGE SCHEDULE(S)

Total Estimated Annual Premium $

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003526

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 03 04 (01)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SOLE PROPRIETOR COVERAGE ENDORSEMENT - CALIFORNIA

This policy applies to the sole proprietor named in Item 1 of the Information Page. We will pay promptly when due the benefits you would be entitled to under this policy as an employee.

The premium basis for this policy includes the entire remuneration (subject to the minimum and maximum amounts provided for by our Manuals) of the sole proprietor.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 03 05 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA

If the employer named in item 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

SCHEDULE

ALL EMPLOYEES NOT SUBJECT TO THE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, EXCLUDING MASTERS OR MEMBERS OF THE CREW OF ANY VESSEL.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 03 06 (01) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 5.000 % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXCUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 04 03 60 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT – CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
   1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
   7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
   1. bodily injury to any member of the flying crew of any aircraft.
   2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 04 07 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PREMIUM ADJUSTMENT ENDORSEMENT—CALIFORNIA

We have the right to adjust the policy premium after issuance of the policy if the cost of providing the benefits required under the workers' compensation laws of California is affected by legislative or regulatory changes adopted after issuance of the policy. The amount of the adjustment will not exceed the change in the cost of providing the benefits as reflected in the pure premium rates approved by the Insurance Commissioner.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 06 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy for one or more of the following reasons:

   a. Non-payment of premium;

   b. Failure to report payroll;

   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;

   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;

   e. Material misrepresentation made by you or your agent;

   f. Failure to cooperate with us in the investigation of a claim;

   g. Failure to comply with Federal or State safety orders;

   h. Failure to comply with written recommendations of our designated loss control representatives;

   i. The occurrence of a material change in the ownership of your business;

   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;

   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

   l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.

3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.

4. The policy period will end on the day and hour stated in the cancelation notice.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 06 03 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CONNECTICUT APPLICATION OF WORKERS COMPENSATION INSURANCE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in item 3.A of the Information Page.

Section A, "How This Insurance Applies," of Part One, "Workers Compensation Insurance," is amended to read as follows:

This workers compensation insurance applies to injury by accident or injury by disease. Injury includes resulting death.

1) Injury by accident must occur during the policy period.
2) Injury by disease must be caused or aggravated by exposure during the policy period to conditions of your employment.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 06 03 03 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A. of the Information Page.

The amount shown on the Information Page for the Connecticut workers compensation fund assessment is required of you under Section 31-345 (Certificate of solvency; assessments; overpayments) of the Connecticut General Statutes. As provided in Section 31-284(c) (Employer rights and liabilities), we will pay these assessments to the Connecticut State Treasurer. The purpose of the assessment is to finance the expenses of administering the law.

THE AMOUNT SHOWN ON THE INFORMATION PAGE FOR THE CONNECTICUT SECOND INJURY FUND SURCHARGE IS REQUIRED OF YOU UNDER CONNECTICUT REGULATIONS TO FINANCE THE CONNECTICUT SECOND INJURY FUND. WE WILL PAY THIS SURCHARGE TO THE CONNECTICUT STATE TREASURER.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 06 06 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CONNECTICUT NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Connecticut is shown in Item 3.A. of the Information Page.

Add the following to **Part Six – Conditions** of this policy:

F. Nonrenewal

We may elect not to renew the policy. Unless otherwise provided by Connecticut General Statutes Annotated Section 38a-323, we will provide you via registered mail, certified mail or by mail evidenced by a certificate of mailing, or deliver to the named insured at the address shown in the policy, at least sixty (60) days advance notice of our intention not to renew.

Mailing such notice to you at your address, shown in Item 1., of the Information Page, will be deemed sufficient notice under this section.

The notice of intent not to renew will state or be accompanied by a statement specifying the reason for such nonrenewal.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 09 03 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by the following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 09 04 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Florida Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 09 04 02 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

A. The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

B. If the factor is an increase over that shown on the Information Page, it will apply as of the policy effective date; or if the anniversary rating date is different from the policy effective date it will apply as of the anniversary rating date. Your premium will be calculated:

   1. Retroactively to the effective date of the policy or to the anniversary rating date if the adjustment is within the first 90 days of the policy period or the anniversary rating date;

   2. On a pro rata basis from the date we endorsed the policy if the adjustment is more than 90 days after the effective date of the policy or the anniversary rating date.

      The adjustment will be retroactive to the effective date of the policy period or to the anniversary rating date when:

      a. The change in experience modification is the result of a revision in your classifications;

      b. The delay in the calculation of the experience modification is due to your failure to make available all your records for examination and audit as provided in Part Five-G (Audit) of the policy.

C. If the factor is a decrease from that shown on the Information Page, it will apply retroactively to the policy effective date or the anniversary rating date if different from the policy effective date.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 09 06 06 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 10 06 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Georgia is shown in Item 3.A. of the Information Page.

The Cancelation Condition of the policy is replaced by this Condition:

D. Cancelation, Nonrenewal and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect, subject to the following:
   a. If only your interest is affected, the effective date of cancelation will be the later of the date we receive notice from you or the date specified in the notice.
   b. If by statute, regulation or contract this policy may not be canceled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancelation.

      Our notice will state the effective date of cancelation, which will be the later of the following:

      1) 10 days from the date of mailing or delivering our notice, or

      2) The effective date of cancelation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancelation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancelation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancelation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit or auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. The policy period will end on the day and hour stated in the cancelation notice except as provided for above.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 12 06 01 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. **Inspection**, Condition D. **Cancellation** and Condition E. **Sole Representative** of the policy are replaced by these four Conditions.

Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
   a. at least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
   b. at least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
   a. Nonpayment of premium
   b. The policy was issued because of a material misrepresentation.
   c. You violated any of the material terms and conditions of the policy.
   d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
   e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
   f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 15 04 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

KANSAS FINAL PREMIUM ENDORSEMENT

This endorsement changes how the final premium is determined. The change applies only to the premium charged because Kansas is shown in Item 3.A of the Information Page.

Kansas final premium will not be less than the highest minimum premium for the classifications covered by this policy unless there are two or more classifications covered and the highest rated classification has less than $500.00 payroll. When this occurs, the final premium will not be less than one-half of the sum of the two highest minimum premiums for any classification covered by the policy other than Clerical Office and Salespersons. When the highest rated classification has less than $500.00 payroll and Clerical Office and Salespersons classifications are the only classifications showing payrolls, the final premium will not be less than the minimum premium for the classification showing the highest payroll.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
   a. We show you a willingness to renew the policy; or
   b. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   c. You fail to pay all premiums when due; or
   d. You obtain other insurance as a replacement of the policy.

Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium or to give us notice of cancellation.

Part Five (Premium), Section G. **Audit** is replaced by this Section.

Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 15 06 01 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

The Cancelation Condition of the policy is replaced by these two Conditions:

Cancelation

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you not less than 10 days advance written notice stating when the cancelation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. If this policy has been in effect for 90 days or more, we may cancel only for one of the following reasons:
   a. nonpayment of premium;
   b. the policy was issued because of a material misrepresentation;
   c. you violated any of the material terms and conditions of the policy;
   d. there are unfavorable underwriting factors, specific to you, that were not present when the policy took effect;
   e. the Commissioner has determined that our continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
   f. the Commissioner has determined that we no longer have adequate reinsurance to meet our needs.
4. Our notice of cancelation will state our reasons for canceling.
5. The policy period will end on the day and hour stated in the cancelation notice.

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice when the nonrenewal will take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. Our notice of nonrenewal will state our reasons for not renewing.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 16 06 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

KENTUCKY CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Kentucky is shown in Item 3A. of the Information Page.

The **Cancelation** Condition of the policy is replaced by the following:

Cancelation

1. You may cancel this policy. You will deliver or mail advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. We will deliver or mail to you not less than 75 days advance written notice stating when the cancelation is to take effect and our reason or reasons for cancelation. If we cancel for nonpayment of premium or within 60 days of the date of issuance of the policy, we will deliver or mail this notice not less than 14 days prior to the effective date of cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. After coverage has been in effect more than 60 days or after the effective date of a renewal policy, we may not cancel the policy unless cancelation is based on one or more of the following reasons:
   a. nonpayment of premium;
   b. discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy;
   c. discovery of willful or reckless acts or omissions on your part increasing any hazard originally insured;
   d. changes in conditions after the effective date of the policy or any renewal substantially increasing any hazard originally insured;
   e a violation of any local fire, health, safety, building, or construction regulation or ordinance at any of your covered workplaces substantially increasing any hazard originally insured;
   f. our involuntary loss of reinsurance for the policy;
   g. a determination by the commissioner that the continuation of the policy would place us in violation of Kentucky insurance laws.

Nonrenewal

1. We may elect not to renew the policy. We will deliver or mail to you not less than 75 days advance written notice stating our intention not to renew and our reason or reasons for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium, and coverage will continue until you have accepted replacement coverage with another insurer, until you have agreed to the nonrenewal, or until the policy is canceled.
3. If we have delivered or mailed to you a renewal notice, bill, certificate, or policy not less than 30 days before the end of the current policy period clearly stating the amount and due date of the renewal premium charge, then the policy will terminate on the due date without further notice unless the renewal premium is received by us or our agent on or before the due date. If the policy terminates in this manner, we will deliver or mail to you within 15 days of termination at your mailing address shown in Item 1 of the Information Page a notice that

the policy was not renewed and the date on which coverage ceased to exist. Proof of mailing of the renewal premium to us or our agent on or before the due date will constitute a presumption of receipt on or before the due date.

4. If we offer to renew the policy for a premium amount more than 25% greater than the premium amount for the current policy term for like coverage and like risks, we will deliver or mail to you and your agent not less than 75 days advance written notice of the renewal premium amount. We may at our option, in order to comply with this requirement, extend the period of coverage of the current policy at the expiring premium.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 17 06 01 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LOUISIANA AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

PART SIX – CONDITIONS

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
   a. Nonpayment of premium.
   b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
   c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
   d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
   e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
   f. Violation or breach by the insured of any policy terms or conditions.
   g. Such other reasons that are approved by the commissioner of insurance.
2. a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on Conditions 22:636.4 1b. through g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon Condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.
   b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.

3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.
4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
   a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
   b. Changes based upon the altered nature or extent of the risk insured.
   c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
   d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 17 06 01 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

Section I., Actions Against Us, of Part Two (Employers Liability Insurance) of the policy is replaced by the following:

I. Actions Against Us

You may not bring an action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

This Condition is added to the policy:

Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 30 days in advance of the change or removal.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 17 06 02 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LOUISIANA COST CONTAINMENT ACT ENDORSEMENT

This endorsement applies only to the Insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupational, safety and health program prescribed by the OSHA Section. In order for you to receive the reduction you must submit to us a Certificate of Satisfactory Implementation of Occupation, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 18 06 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MAINE INSPECTION IMMUNITY ENDORSEMENT (TITLE 14 MAINE REVISED STATUTES ANNOTATED SECTION 167) THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever a policy is issued or when new policy forms are issued upon renewal.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 18 06 03 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MAINE CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Maine is shown in Item 3.A. of the Information Page.

The Cancelation Condition of the policy is replaced by this Condition:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you and to the Workers Compensation Board not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice. If you have obtained a workers compensation and employers liability insurance policy from another insurance company, or have otherwise secured your obligation to provide compensation, and such insurance or other security becomes effective prior to the expiration of the notice period, the policy period will end on the effective date of such other insurance or security.
4. If this policy has been renewed or has been in effect for 60 days or more, we may cancel only for one of the following reasons:
   a. Nonpayment of premium;
   b. Fraud or a material misrepresentation was made in obtaining the policy, continuing the policy or presenting a claim under the policy.
   c. The risk accepted when the policy was issued has substantially increased;
   d. Your failure to comply with reasonable loss control recommendations;
   e. A substantial breach of contractual duties, conditions or warranties under the policy;
   f. The Superintendent has determined that continuation of the policy could jeopardize our solvency or place us in violation of the law.

Nonrenewal

We may elect not to renew the policy. We will mail or deliver to you not less than 30 days advance written notice. A post office certificate of mailing to you at your last known address will be conclusive proof of receipt of that notice on the third calender day after mailing.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 18 06 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MAINE FINAL PREMIUM AUDIT ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Maine is shown in Item 3.A. of the Information Page.

Part Five (Premium), Condition E, Final Premium, and Condition G, Audit, are changed by adding these conditions:

E. Final Premium

We are required by Maine regulation to complete our final premium audit no later than 120 days after the policy period ends.

If we are unable to examine and audit your records because of your failure to cooperate, we will mail advance written notice to you stating the reasons for our inability to establish the final premium. Your final premium will be established no later than 120 days from the time we are able to complete the examination and audit of your records.

If we have not established the final premium within the 120-day time limitation, we may not bill or collect any additional premium that exceeds the latest billed annual premium.

G. Audit

You may request a final premium audit to determine whether you are entitled to a refund, if we have not established the final premium within the 120-day time limit. You may mail or deliver written notice to us requesting the audit.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 18 06 06 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MAINE NOTICE OF FILING OF FIRST REPORTS OF INJURY WITHIN SEVEN DAYS ENDORSEMENT

This endorsement applies only to the insurance provided by this policy because Maine is shown in Item 3.A. of the Information Page.

Employer's First Report of Occupational Injury or Disease, form WCB-1, required to be filed for injuries arising out of and in the course of an employee's employment that has caused the employee to lose a day's work shall be reported to and received by the Workers' Compensation Board within seven (7) days after the employer receives notice or knowledge of the injury, as provided by 39-A M.R.S.A. sec. 303. First Reports of Injury can be mailed, electronically submitted or faxed to the Workers' Compensation Board at 207-287-5895.

Contact us immediately if an injury occurs which may be required to be reported to the Workers' Compensation Board.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 18 06 07 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MAINE SUPPLEMENTAL BENEFITS FUND ENDORSEMENT

This endorsement applies only to the Insurance provided by the policy because Maine is shown in Item 3.A. of the Information Page.

We are required by the Maine Supplemental Benefits Fund, Chapter 448, to collect a surcharge for this policy to fund payments made in accordance with the reimbursement provisions of Section 355 of Title 39A. Supplementary assessments may be levied during the policy period if exigent conditions arise and the balance in the fund is inadequate to discharge reimbursement in a timely fashion. The Maine Supplemental Benefits Fund Oversight Committee will determine the premium surcharge and the Policyholders will be noticed accordingly. The surcharge applies to standard premium after application of premium credits for deductibles up to $5,000. The premium subject to surcharge will not be further reduced by premium credits for deductibles in excess of $5,000. The premium subject to surcharge is not subject to premium discount and expense constant. The surcharge is calculated for retrospectively rated policies in the same manner as it is calculated for large deductible policies, however, there will be no application of discount premium credits for retrospectively rated policies.

Schedule

See Schedule page for Surcharge.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 19 06 01 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Maryland is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel or nonrenew this policy as follows:
   a. If the policy is cancelled for nonpayment of premium, we will file with the Office of the Maryland Workers Compensation Commission's designee, and mail by certificate of mailing, not less than ten (10) days advance written notice stating when the cancellation will take effect.
   b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Office of the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service upon you, not less than thirty (30) days advance written notice stating when the cancellation or nonrenewal will take effect.

   Mailing this notice to you at your mailing address last known to us will be sufficient to prove notice.
3. The effective dates of the cancellation or nonrenewal are determined as follows:
   a. Except for cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 30 days after the date the notice is received by the Maryland Workers Compensation Commission 's designee, whichever date is later.
   b. For cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003541

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 21 03 03 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in item 3.A of the Information Page.

1. **Rates and Premium**

   The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

   You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

   You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. **Payroll Audits**

   You may request a payroll audit once each calendar year. Your request must be in writing sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. **Reserves or Redemption**

   You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

   If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Addresses

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30200
Lansing, MI 48909

The Travelers Insurance Companies
1000 Travelers Tower
26555 Evergreen
Southfield, MI 48076
or
3777 Sparks Drive Southeast
Grand Rapids, MI 49546
or
The Travelers
215 Shuman Boulevard
Naperville, IL 60563

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 21 03 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MICHIGAN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in item 3.A of the Information Page.

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

(1) We are "the insurer issuing this policy"

(2) You are "the insured employer"

(3) "Michigan workmen's compensation act" means the Workers' Disability Compensation Act of 1969.

(4) "Workmen's compensation" means workers' compensation

(5) "The bureau of workmen's compensation" means the Bureau of Workers' Disability Compensation.

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation:

(a) That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical services:

(b) That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen's compensation act and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational disease happening to his employees during the life of this contract or policy;

Rehabilitation services:

(c) That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational disease happening to his employees during the life of this contract or policy;

Funeral expenses:

(d) That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen's compensation act;

Scope of contract:

(e) That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all

other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

Obligations assumed:

(f) That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

Termination notice:

(g) That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

Conflicting provisions:

(h) That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 24 06 01 (B)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in item 3.A of the Information Page.

The **Cancelation** Condition of the policy is replaced by the following:

Cancelation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.
3. The 60-day notice requirement does not apply where cancelation is based on one or more of the following reasons:
   a. nonpayment of premium
   b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
   c. a violation of policy terms;
   d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
   e. our insolvency;
   f. our involuntary loss of reinsurance for the policy.
4. The policy period will end on the day and hour stated in the cancelation notice

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
   a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   b. you fail to pay all premiums when due; or
   c. you obtain other insurance as a replacement of the policy.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 24 06 02 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
   a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than $25 million on the date the insurer becomes insolvent.

      If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

   b. The Association will pay the full amount of any covered claim arising out of a workers compensation policy, but payments made by the Association for other covered claims will include only that amount of each claim which is:

      (1) In excess of $100; and
      (2) Less than $300,000.

      However, the association will not:

      (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or

      (2) Return to an insured any unearned premium in excess of $10,000.

      These limitations have no effect on the coverage we will provide under this policy.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 24 06 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

MISSOURI AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

Section G., **Audit**, of Part Five (Premium) of the policy is replaced by the following:

G. Audit

You will let us examine and audit all your records that relate to this policy during regular business hours during and after the policy period ends. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursements records, and programs for storing and retrieving date. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

Audits shall be completed, billed, and premiums returned within 120 days of policy expiration or cancellation. This standard of 120 days shall not be applicable if:

1. A delay is caused by your failure to respond to reasonable audit requests provided that the requests are timely and adequately documented; or
2. A delay is by the mutual agreement of you and us provided that the agreement is adequately documented.

If you or we have any objection to the results of any audit, you or we shall have up to three years from the date of expiration or cancellation of this policy in which to send a written notice demanding a reconsideration of the audit. The written notice shall be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 28 06 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW HAMPSHIRE SOLE REPRESENTATIVE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because New Hampshire is shown in Item 3.A. of the Information Page.

Condition E, "Sole Representative", of the policy is replaced by the following:

"The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium or to give us notice of cancelation. If we cancel this policy, we will give each named insured notice of cancelation."

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 28 06 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

This endorsement applies only to the New Hampshire coverage provided by the policy because New Hampshire is shown in Item 3.A. of the Information Page.

For New Hampshire coverage, the Cancelation condition of the policy is amended and replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us.
2. We may cancel this policy. We will file a written termination notice with the Commissioner of the Department of Labor and will send a copy to you.
3. In case of nonpayment of premium, the cancelation will take effect 30 days after the termination notice is filed.
4. In case of cancelation for reasons other than nonpayment of premium, cancelation will take effect 45 days after the notice of termination is filed.
5. If you have obtained coverage from another insurance carrier or have qualified as a self-insurer, cancelation is effective on the date you obtained the coverage or qualified as self-insurer.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 03 06 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C7 we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of the insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F., the "Other Insurance" provision is replaced with the following:

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C-7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 03 07 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW JERSEY SOLE PROPRIETORS AND PARTNERS COVERAGE ENDORSEMENT

An election was made by the individual proprietor or all partners actively performing services for this business to be deemed to be employees for the purpose of receipt of benefits under the New Jersey Workers Compensation Law. The premium for this policy will include the remuneration of the individual proprietor, all partners in any partnership, including all partners in a limited liability partnership or all members in a limited liability company. The premium shall be determined in accordance with Part Five A – "Premium", in this policy.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 29 04 10 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW JERSEY CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for this policy may be adjusted by a New Jersey Construction Classification Premium Credit. The credit, if applicable, was not available when the policy was issued. If you qualify, we will issue an endorsement to include the credit after it is calculated.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 30 03 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT

Section 52-1-10 of the New Mexico workers compensation law may make you liable for the payment of additional benefits in the case of bodily injury to employees resulting from your failure to supply safety devices. The benefits payable under Part One (Workers Compensation Insurance) includes these additional benefits.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003547

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 30 06 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW MEXICO CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies to the insurance provided by the policy because New Mexico is shown in Item 3.A. of the Information Page.

The Cancelation Condition of this policy is replaced by the following:

Cancelation

You may cancel this policy by returning it to us or by giving us a written notice and stating at what future time coverage is to cease. We may cancel this policy, or one or more of its parts, by giving you a written notice. If the premium has not been paid when due, we may cancel at any time by giving the required notice at least 10 days before the cancelation is effective.

If the policy has been in effect less than 60 days and is not a renewal policy, we may cancel by giving the required notice at least 10 days before the cancelation is effective.

If the policy has been in effect for 60 days or more or is a renewal, we may cancel only for one or more of the following reasons:

a. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;

b. Willful and negligent acts or omissions by the Insured have substantially increased the hazards insured against; to the acceptance of the risk or to the hazard assumed by us;

c. You presented a claim based on fraud or material misrepresentation; or

d. There has been a substantial change in the risk assumed by us since the policy was issued.

We will give the required Notice of Cancelation stating the reason(s) for cancelation at least 30 days before the cancelation is effective. The notice will state the time that the cancelation is to take effect. The notice will be sent to your mailing address last known to us. Your return premium, if any, will be calculated as follows:

a. If we cancel, we will return all unearned premiums.

b. If you cancel, the refund will be calculated according to our rules.

Your return premium will be refunded to you with the cancelation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancelation.

Nonrenewal

If we decide not to renew this policy, we must give you written notice of our intention not less than 30 days prior to the expiration of the policy. This nonrenewal section does not apply to any policy of insurance issued to an insured who has its principal place of business outside this state.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 31 03 08 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liaiblity Insurance) because New York is shown in Item 3.A of the Information Page.

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers Compensation Law of New York.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003548

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 31 03 13 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW YORK SOLE PROPRIETORS AND PARTNERS COVERAGE ENDORSEMENT

An election was made on behalf of each sole proprietor or partner as defined in rule IX(B)(1) of the New York Workers Compensation and Employers Liability Manual named in the Schedule to be subject to the Workers Compensation Law. The premium basis for the policy includes the remuneration of such persons.

SCHEDULE

Sole Proprietor:

IF ANY

Partners:

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 31 03 19 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of $15.50 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5057	5193	5429	5491	5606	6003	6229	6306	7855
3365	5059	5213	5443	5506	5610	6005	6233	6319	8227
3724	5069	5221	5445	5507	5645	6017	6235	6325	9526
3726	5102	5222	5462	5508	5648	6018	6251	6400	9527
3737	5160	5223	5473	5536	5651	6045	6252	6701	9534
5000	5183	5348	5474	5538	5701	6204	6254	7536	9539
5022	5184	5402	5479	5545	5703	6216	6259	7538	9545
5037	5188	5403	5480	5547	5709	6217	6260	7601	9549
5040	5190	5428							9553

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one- or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one- or two-family residential housing. For example:

Policy Inception Date	Third Quarter Payroll
4/1/02 thru 3/31/03	2001
4/1/03 thru 3/31/04	2002
4/1/04 thru 3/31/05	2003
4/1/05 thru 3/31/06	2004
4/1/06 thru 3/31/07	2005

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately nine months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Audit Department, New York Compensation Insurance Rating Board, 200 East Forty-Second Street, New York, New York 10017.

Applications must be received within six months prior to the inception date of this policy (or at the latest, within 12 months after the inception date if accompanied by a letter explaining the reason for late submission).

Under no circumstances will an application for this credit be accepted more than 12 months after the inception date of this policy.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 34 03 01 (B) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.

B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

C. Exclusions

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;

13. bodily injury to any member of the flying crew of any aircraft;

14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 35 04 05 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

OKLAHOMA LOSS COST AND RATE CHANGE NOTICE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

When your policy was issued, we applied rates that were based upon loss costs approved by the Oklahoma Board for Property and Casualty Rates effective January 1, 2001. Those rates and loss costs reflected workers compensation cost savings of approximately 3.4% that would have resulted from medical cost reductions implemented by the Workers Compensation Court, effective January 1, 2001.

On April 6, 2001, the District Court of Oklahoma County ruled that the Workers Compensation Court exceeded its authority when it implemented those medical cost reductions. The District Court ordered that the current Workers Compensation Schedule of Medical and Hospital Fees revert to the schedule that was in effect prior to January 1, 2001.

The Oklahoma Board for Property and Casualty Rates approved an overall loss cost decrease of 6.6% effective January 1, 2001, which included the 3.4% cost savings. Because the 3.4% cost savings will not be realized, the Oklahoma Board for Property and Casualty Rates has approved revised loss costs that reflect an increase o f3.4%, retroactive to January 1, 2001. Therefore, the overall reduction in loss costs effective January 1, 2001 is 3.2%.

The policy is being endorsed to reflect new premium based on the revised loss costs. Additional premium may be due immediately or deferred until final audit.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 35 06 01 (C)

POLICY NUMBER: (TC2NUB-121D320-6-06)

OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition in Part Six (Conditions) of the policy is amended by adding the following provision:

5. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel only for one of the following reasons:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

c. Discovery of willful or reckless acts or omissions by you which increase any hazard insured against;

d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

f. A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

g. Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

h. Loss of or substantial changes in applicable reinsurance.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. Nonrenewal

If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:

a. The expiration date of this policy; or

b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

Any notice of nonrenewal will be mailed or delivered to you at the last mailing address known to us. If notice is mailed:

a. It will be considered to have been given to you on the day it is mailed.

b. Proof of mailing will be sufficient proof of notice.

If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy. We will not provide notice of nonrenewal if:

a. We, or another company within the same insurance group, have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

G. Notice of Premium or Coverage Changes Upon Renewal

If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the last mailing address known to us.

Any such notice will be mailed or delivered to you at least 45 days before:

a. The expiration date of this policy; or

b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

If notice is mailed:

a. It will be considered to have been given to you on the day it is mailed.

b. Proof of mailing will be sufficient proof of notice.

If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:

a. 45 days after notice is given; or

b. The effective date of replacement coverage obtained by you.

If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

We will not provide notice of the following:

a. Changes in a rate or plan filed with or approved by the State Board for Property and Casualty Rates or filed pursuant to the Commercial Property and Casualty Competitive Loss Cost Rating Act which are applicable to an entire class of business; or

b. Changes that are based upon the altered nature or extent of the risk insured.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 35 06 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

OKLAHOMA FRAUD WARNING ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Oklahoma is shown in Item 3.A. of the Information Page.

WARNING: **ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.**

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 35 06 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

OKLAHOMA ELECTION OF COVERAGE NOTIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

NOTICE: YOU HAVE THE OPTION TO ELECT TO INCLUDE, AS APPLICABLE, YOUR SOLE PROPRIETOR, ANY OR ALL OF YOUR PARTNERSHIP MEMBERS, ANY OR ALL OF YOUR LIMITED LIABILITY COMPANY MEMBERS, OR ANY OR ALL OF YOUR STOCKHOLDER-EMPLOYEES AS EMPLOYEES FOR THE PURPOSE OF WORKERS COMPENSATION INSURANCE COVERAGE BY ENDORSING THE POLICY IN ACCORDANCE WITH SECTION 3 OF TITLE 85 OF THE OKLAHOMA STATUTES.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 37 06 01 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

SPECIAL PENNSYLVANIA ENDORSEMENT – INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.I. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 37 06 02 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NOTICE
INSURANCE CONSULTATION SERVICES EXEMPTION ACT

This notice is issued by that member of The Travelers Insurance Companies which issued your insurance policy and shall be attached to and become a part of your policy.

This Notice is provided to you pursuant to the law of the Commonwealth of Pennsylvania effective January 1, 1981 and known as the "Insurance Consultation Services Exemption Act", which generally provides that "the furnishing of, or failure to furnish, insurance consultation services related to, in connection with or incidental to a policy of insurance shall not subject the insurer, its agents, employees or service contractors to liability for damages from injury, death or loss occurring as a result of any act or omission by any person in the course of such services."

Such immunity does not apply: (I) where the injury occurred during the actual performance of consultation services and was caused by the negligence of the insurer; (II) with respect to consultation services performed pursuant to a written service contract not incidental to a policy of insurance; and (III) in any action against an insurer in which it is judicially determined that any act or omission resulting in damages constituted a crime, actual malice or gross negligence.

The Travelers may make such inspection in accordance with provisions of our policies.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 37 06 03 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PENNSYLVANIA ACT 86-1986 ENDORSEMENT NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, and RETURN OF UNEARNED PREMIUM

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
   a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   b. you fail to pay all premiums when due; or
   c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
   a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
   b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1a. and 1b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 37 06 04 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PENNSYLVANIA

EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "...the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation Supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry".

EMPLOYER ASSESSMENT FORMULA:

Employer	=	Act 57 of 1997 Employer	**X**	Employer Assessment
Assessment		Assessment Factor		Premium Base

Act 57 of 1997 Employer Assessment Factor
A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base
Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

Code 0938

EMPLOYER ASSESSMENT FACTOR	EMPLOYER ASSESSMENT
See info page	$ See info page

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003554

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 41 04 02 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Tennessee is shown in Item 3.A. of the Information Page.

The premium for the policy is determined (in part) by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc., and/or an assigned risk loss cost multiplier developed by the Tennessee Department of Commerce and Insurance.

A loss cost filing and/or a change to the assigned risk loss cost multiplier is being considered by the proper regulatory authority. The approval and/or modification of either (or both) may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 01 (F)

POLICY NUMBER: (TC2NUB-121D320-6-06)

TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION

B. Who Is Insured is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. State is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE-WORKERS COMPENSATION INSURANCE

E. Other Insurance is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. Payments You Must Make

This Section is amended by deleting the words "workers compensation" from number 4.

H. Statutory Provisions

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO-EMPLOYERS LIABILITY INSURANCE

C. Exclusions

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR-YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE-PREMIUM

A. Our Manuals is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. Remuneration

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. Final Premium

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX-CONDITIONS

A. Inspection is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. Transfer of Your Rights and Duties is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. Cancelation is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Workers' Compensation Commission.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 1 Oth day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of.
   a. Fraud in obtaining coverage;
   b. Misrepresentation of the amount of payroll for purposes of premium calculation;
   c. Failure to pay a premium when payment was due;
   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancelation of this policy effective when the other policy starts.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 01 (F)

POLICY NUMBER: (TC2NUB-121D320-6-06)

PART SEVEN-OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Workers' Compensation Commission. You may, in writing, elect to waive this notification requirement.

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (A) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

   ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXCUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

2. Operations:

   ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

4. Advance Premium: $

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 04 07 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

TEXAS—AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT

Section D of Part Five of the policy is replaced by the following provision:

PART FIVE—PREMIUM

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003557

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 45 06 02 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement applies only to the Virginia insurance provided by the policy because Virginia is shown in item 3.A. of the Information Page.

For Virginia insurance Part Six.D. (Conditions-Cancelation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancelation, including the date of and reasons for the cancelation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancelation. We will provide the Workers Compensation Commission with immediate notice of such cancelation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancelation by you or us, you must provide 30 days written notice of the cancelation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

DATE OF ISSUE: 02-08-06 ST ASSIGN:

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 52 06 02 (01)

POLICY NUMBER: (TC2NUB-121D320-6-06)

HAWAII NOTIFICATION ENDORSEMENT

This endorsement applies to the insurance provided by this policy because Hawaii is shown in Item 3.A. of the Information Page.

Hawaii law requires that all policies issued to employers for workers compensation insurance disclose clearly to employers as separate figures the portion of the premium charged for categories (1) through (5) below. Category (6) is provided for informational purposes only so that the figures total 100% in Column A. These figures are provided below in column A as percentages of standard premium because rates are filed and approved on a standard premium basis. If the figures were not provided as percentages of standard premium, the percentages would vary by policy based on any premium discounts applied to the individual policy. Hawaii law also requires the disclosure of the percentages of premiums expended during the previous year by the insurer for claims paid in the same categories. These percentages are provided below in Column B based on the most recent available calendar year data. The figures in Column B may not total to 100% since premiums collected in any individual calendar year will not correspond exactly to the claims and expenses paid in that calendar year.

Category	A	B
(1) Medical care, services, and supplies	23.7%	36.4%
(2) Wage loss benefits including temporary total, temporary partial, and permanent total disability benefits and their related benefits	8.2%	12.6%
(3) Indemnity benefits for permanent partial disability	23.9%	36.8%
(4) Death benefits	0.4%	0.6%
(5) Loss control and administrative costs, attorney's fees of the insurer, the cost of employer requested medical examinations and private investigation costs	10.0%	(2.6)%
(6) Production costs, general expense, premium tax, Special Compensation Fund, miscellaneous tax, Hawaii Hurricane Relief Fund	33.8%	15.0%

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 A8 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

Endorsement Agreement
Limiting and Restricting This Insurance

The insurance under this policy is limited as follows:

It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Other Insurance for Temporary Employees Exclusion	Any temporary employee while working for you, whether or not the insurance carrier for the General Employer, although liable for compensation benefits, becomes insolvent, unless the employee was on your payroll at the time of injury.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by the policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

Applicable to and forming part of Policy No. _____

Issued by the _____

To _____ of _____

Dated at _____ this _____ day of _____ 200_____

Countersigned _____

Failure to secure the payment of full compensation benefits for ALL EMPLOYEES as required by Labor Code Section 3700 is a violation of law and may subject the Employer to the imposition of a Work Stop Order, large fines and other substantial penalties (Labor Code Section 3710.1, et seq.)

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 E4 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

NEW HAMPSHIRE CERTIFIED MANAGED CARE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because New Hampshire is shown in item 3.A. of the Information Page.

To receive the benefits of the New Hampshire Certified Managed Care Programs you must contact your Insurance Carrier or subscribe individually to the programs.

Certified Managed Care Programs are programs that have been approved by the New Hampshire Department of Labor and ratified by the New Hampshire Advisory Council on Workers Compensation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 02-08-06 ST ASSIGN:

003559

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 46 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page. Exclusion C., 1., of Part Two (Employers Liability) of the policy is replaced by the following:

C. Exclusions

1. is replaced by:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 47 (00) – 001

POLICY NUMBER: (TC2NUB-121D320-6-06)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

90

ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 17 03 03 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

LOUISIANA DUTY TO DEFEND ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Louisiana is shown in Item 3.A. of the Information Page.

The duty to defend provisions of the policy is replaced by this provision.

Part Two – Employer's Liability

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgment or settlement.

PRODUCER COPY

ST PAUL TRAVELERS

Re: St. Paul Travelers Medical Provider Network (MPN) Plan

Dear Policyholder:

As your Workers Compensation insurer THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") is pleased to include your Company in our California Medical Provider Network (MPN) Plan. Our program is designed to make sure that every employee who has a work-related injury obtains medical care quickly, is treated appropriately, and safely returns to work as soon as medically possible. Together, we can better manage your Workers Compensation claims within the MPN.

The employer's role is very important to the success of the MPN program. To achieve the benefits of the MPN program, we request that you educate your Employees about the MPN in order to comply with California State regulations. Please read this information carefully, failure to follow the notification requirements below may jeopardize your ability to obtain lifetime medical control of claims for work related injuries.

You are requested to do the following:

1. Distribute to each of your Employees the Notice and Continuity of Care Policy in English and Spanish (enclosed). You may want to develop a personalized letter introducing the information.
2. In order to ensure that all Employees receive the initial Notice we recommend that you document provision of this form in one of the following ways (whichever works best for your company);
    A. Have the employee sign and date the attached acknowledgment form indicating they received the attached documents. Retain the acknowledgement in the personnel file.
    B. Hold a general meeting to distribute the form and have each employee sign in. Distribute the Notice at the meeting and retain the acknowledgement forms.
    C. Attach to a paycheck and have them sign they received the information.
3. The Notice and Continuity of Care Policy should be included in your "New Hire Package". The employee should sign that they received the documents indicated on the new hire information checklist.
4. Make sure your Management staff has instructions on how to access the MPN Medical Provider directory via www.mywcinfo.com click on Injured Employee Info then Network Medical Provider or http://www.mywcinfo.com/geosite.html
5. Select an Occupational Medicine Clinic, Urgent Care Clinic, or, an Acute Care Hospital from the MPN to serve as your designated initial injury treatment facilities for each Plant/Location. Contact this facility and inform them that you are participating in the St. Paul Travelers Medical Provider Network Plan.
6. Review your procedures for handling work-related injuries, your modified duty policy, and your safety committee operation with your Management staff.
7. Inform your Employees of the name and location of the Occupational Medicine/Urgent Care Clinic that you have selected for initial care.

We believe the MPN program will provide better overall workers' compensation outcomes for you as an employer. If you have questions or prefer not take advantage of the MPN benefits contact your St. Paul Travelers representative. If you should have any general questions, please contact the MPN Coordinator at (800) 287-9682.

Sincerely,

St. Paul Travelers

Enclosures

W04NGF05

003561

NOTICE OF NEW WORKERS' COMPENSATION PROGRAM:
Medical Provider Network

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer will provide this medical care by using a Workers' Compensation Medical Provider Network (MPN). This notification describes the program and your rights in choosing medical care for work related injuries and illnesses.

What is a Medical Provider Network (MPN)?

A Medical Provider Network is a group of health care providers (physicians and other types of providers) that will manage and direct any medical care you receive if you are injured on the job. THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") uses First Health, a national managed-care company, whose network of providers has been approved by the Division of Workers' Compensation's (DWC) Administrative Director to treat workers injured on the job. The providers in the MPN specialize in work related injuries and meet access to care standards for common occupational injuries and work-related illnesses.

The MPN access standards require the MPN to provide primary treating providers within 15 miles or 30 minutes and specialty care providers within 30 miles or 60 minutes from either your work or residence. The MPN also provides that you will be able to get an appointment for non-emergency services within 3 business days and for specialist services within 20 business days following St. Paul Travelers receipt of request for treatment. Further, the regulations require MPN providers to use medical treatment guidelines adopted by the DWC in making any decisions related to medical care or treatment. In the event that you need medical care in connection with a workers' compensation claim, it is likely that you will receive this care from providers within the MPN.

How do I find out which doctors are in the MPN?

You may contact:

St. Paul Travelers MPN Team
800-287-9682

This team will be able to answer your questions about the MPN and help you find the names of MPN providers or help you if you are having trouble getting an appointment with an MPN provider. There are several methods for locating MPN providers. You may:

- Contact your Case Manager (Claim or Medical)
- Contact the MPN Team above
- Contact your employer
- Log on to the website at: www.mywcinfo.com
    - Click on Injured Employee Info square
    - Click on the Network Medical Provider square, then follow the prompts

What happens if I get injured at work?

If you incur a work-related injury or illness that is an emergency either call 911 or go to the nearest emergency medical center. You should notify your employer as soon as possible following any emergency treatment. If your injury or illness is not an emergency, notify your employer that you have a work-related injury. Your employer or insurer will arrange an initial appointment with a doctor with in the MPN.

How do I choose a provider?

After the first visit with an MPN provider for your work-related injury or illness, you may continue treatment with this doctor or you may choose another provider from within the MPN that is appropriate to treat your injury. If needed, you may choose a specialist or ask the treating doctor to refer you to a specialist for treatment. If you need help in choosing a doctor or have trouble getting an appointment with a doctor within the MPN, contact the MPN Team or your Case Manager who will assist you.

What if there are no providers in my area?

The MPN has providers available within the entire state of California. If you find there is not an appropriate treating physician or specialist available in your area, please contact the MPN Team or Case Manager for assistance. You may have the right to see a specialist outside of the MPN in this case.

If you are temporarily working outside the MPN service area and you require non-emergency treatment for a work related injury, you may treat with a provider of your choice or contact the MPN Team or Case Manager who will help you find appropriate medical care in the area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am already being treated for a work-related injury before the MPN begins?

If your current treating doctor is a member of the St. Paul Travelers MPN program, then you may continue to treat with this doctor and your treatment will be under the MPN. If your current treating doctor is not or is not allowed to become a member of the MPN, then you may be sent to a MPN doctor for treatment. If this occurs, you will be sent a letter and your doctor will also be notified.

St. Paul Travelers has a "Transfer of Care" policy that describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the MPN.

If your current non-MPN treating doctor becomes an MPN provider, then you and your provider will be notified in writing by St. Paul Travelers that your treatment will now be provided under the provisions of the MPN.

You will not be transferred to a doctor in the MPN if your injury or illness meets any of the following conditions:

(a) Acute The treatment for your injury or illness will be completed within 30 days.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. Once it has been determined that you have a serious chronic condition, you may be allowed to continue treatment by your current physician for up to one year, until a safe transfer of care can be made. The one year period for the completion of treatment starts from the date of determination that the employee has a serious chronic condition.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. If it is determined that you have such an illness, you will be allowed to treat with the current provider for the duration of the terminal illness.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers that will occur within 180 days of the MPN effective date.

If St. Paul Travelers is going to transfer your care and you disagree, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify your Case Manager if you disagree with this report. If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor states that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Any referrals for additional care, whether for one of the conditions or procedures listed above or not, shall be made to a provider within the MPN once the MPN is in effect.

What if I am being treated by a MPN provider and the provider leaves the MPN?

If your physician stops participating in the MPN, your Case Manager will advise you on your options for continued treatment based on the approved St. Paul Travelers' Continuity of Care Plan. In some instances, the terminated provider may continue to treat you through St. Paul Travelers Continuity of Care plan (see attached). Please contact your Case Manager for questions or advice on your options.

If your provider is no longer in the MPN because the MPN terminated his or her contract for issues relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to continue treatment with that provider and you will be required to choose a provider within the MPN.

What if I disagree with my doctor about medical treatment?

If you disagree with either the diagnosis or treatment prescribed by your treating provider, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact your Case Manager and tell them you want a **second opinion**. The Case Manager will make sure that you have a list of MPN physicians, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a second opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the second opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. If the second opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

After you receive the second opinion, if you still disagree with the diagnosis or treatment, you may seek a **third opinion** from another appropriate MPN provider. If you want a third opinion, you must contact your Case Manager and tell them you want a third opinion. The Case Manager will make sure that you have a list of MPN physicians, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the third opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. If the third opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

If after the third opinion, you still disagree with your provider's diagnosis or treatment of your illness or injury, you may ask for an **Independent Medical Review** (IMR). Your Case Manager will have given you the information on requesting an IMR and provided you with the IMR Application at the time you request a third opinion.

An IMR will be performed by a provider outside of the MPN who will be selected by the DWC Administrative Director based upon the specialty of the treating provider and other information submitted with the IMR Application. The provider will be selected to conduct an independent assessment of your dispute.

If the IMR provider does not agree with your treating provider's diagnosis or treatment of your illness or injury, you can receive treatment from either an MPN provider or a non-MPN provider. If you choose a provider that is outside the MPN, the treatment you receive from that provider can only be for the treatment or diagnostic service recommended by the IMR provider. Once any treatment provided to you related to the disputed diagnosis or treatment is completed, you must seek any further care from an MPN provider.

What if I have questions or need help?

You may always contact your Case Manager or the MPN Team if you need help or further explanation about your medical treatment if you have a work-related injury or illness. The St. Paul Travelers MPN Team can be reached at 800-287-9682.

DWC Information & Assistance Officer: If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call the Information and Assistance Officer at the Division of Workers' Compensation at 1-800-736-7401.

Independent Medical Review: If you have questions about the Independent Medical Review process or the Independent Medical Reviewer, you may contact the Division of Workers' Compensation's Medical Unit at:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 or (800) 794-6900

Attachments: Continuity of Care Policy

Keep this information in case you have a work-related injury or illness.

PRODUCER COPY

CONTINUITY OF CARE POLICY

St. Paul Travelers has established a Medical Provider Network (MPN) in California for provision of medical care for any work related injuries its covered employees may sustain. Under Labor Code 4616.2, if an employee has an injury and the treating provider terminates from the MPN, the injured worker may qualify to continue treating with the terminated provider under specific circumstances.

This overview will provide information about the St. Paul Traveler's MPN Continuity of Care Policy (COCP) and the rights and responsibilities of the injured employee, treating physician and St. Paul Travelers with respect to continuity of care.

St. Paul Travelers has submitted a copy of this COCP to the State for approval. Under this COCP, St. Paul Travelers is responsible for providing information about its COCP at the time of implementation or when the employee joins the organization. Additionally, employees will receive information when they incur a work-related injury or illness. If at any time the employee wishes to receive more information about the COCP, the employee may contact their employer or Case Manager for a copy of this overview.

If an injured employee has a work-related injury and is receiving treatment from a provider who terminates from the employer's MPN, St. Paul Travelers first determines whether the provider has been terminated because of disciplinary reasons, fraud or criminal activity. If termination was for any of these reasons, St. Paul Travelers will advise the injured worker to seek care with another MPN provider.

Where the provider has been terminated for another reason, St. Paul Travelers will contact the provider and injured employee in order to determine rights and responsibilities to complete treatment with the terminated provider. If the injured worker has one of the following conditions, the injured worker may qualify to continue treating with the treating provider even though the provider has terminated the MPN:

a. An acute condition. An "acute condition" is defined as a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. St. Paul Travelers will authorize completion of the treatment for the duration of the acute condition, subject to the provider's cooperation as described below.

b. A serious chronic condition. A "serious chronic condition" is defined as a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment must be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by St. Paul Travelers or employer in consultation with the injured employee and the terminated provider and consistent with good professional practice. St. Paul Travelers will authorize completion of treatment for a serious chronic condition that will not exceed 12 months from the contract termination date, subject to the provider's cooperation as described below.

c. A terminal illness. A "terminal illness" is defined as an incurable or irreversible condition that has a high probability of causing death within one year or less. St. Paul Travelers will authorize completion of treatment for the duration of a terminal illness, subject to the provider's cooperation as described below.

d. Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date. St. Paul Travelers will affirm authorization for continued treatment as described in this paragraph subject to the provider's cooperation as described below.

Where the injured employee qualifies under one of the above listed treatment conditions and requests to continue to treat with the terminated provider, St. Paul Travelers will contact the provider to affirm the provider's willingness and capability to continue treatment under the same contractual terms and conditions that existed prior to termination. If the provider is unwilling or incapable of continuing treatment for the inured worker, St. Paul Travelers will advise the injured worker to seek treatment from another provider within the MPN. In such circumstances, St. Paul Travelers will not be obligated to authorize continued services beyond the contract termination date, and will communicate the timeframe they will be authorized to continue treatment with the terminated provider.

Where the injured employee has chosen to continue treatment with the terminated provider and the provider has agreed to continue to treat, St. Paul Travelers will be responsible for payment of completion of the medically necessary treatment. St. Paul Travelers will not be responsible for unauthorized treatment.

If the injured employee chooses not to continue with the terminated provider, they will be advised of how to choose new provider within the MPN.

ACKNOWLEDGEMENT OF RECEIPT OF MPN INFORMATION

I acknowledge that I have received information regarding my employer's use of a Medical Provider Network for Workers' Compensation claims. The information given to me includes:

1. A letter that outlines the MPN; and

2. A copy of the Continuity of Care Policy

_____

Employee's Name (please print)

_____ _____

Employee's Signature Today's Date

Employer: Please place in Employee's Personnel file

PRODUCER COPY

Aviso del Nuevo Programa de Compensación Del Trabajador para empleados

Medical Provider Network (MPN) Cadena o Red de Proveedores de Medicina. La ley de California requiere que su patrón o compañía de empleo le de y pague el tratamiento médico si se dañan o lesionan en el trabajo. Su patrón /compañía de trabajo le asistirá el tratamiento médico por medio del programa (MPN). Esta notificación describe el programa y sus derechos en elegir la asistencia médica para enfermedades y lesiones relacionadas con su trabajo.

¿Que es (MPN) Cadena o Red de proveedores de medicina?

Esta cadena o red es un grupo de proveedores médicos (doctores, especialistas y otros tipos de proveedores) que manejarán y dirigirán cualquier asistencia médica que usted reciba si se lesiona en el trabajo. THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") utiliza First Health, compañía nacional del manejo de cuidado, en el cual los proveedores han sido aprobados por el Director Administrativo de la División de Compensación para los Trabajadores Lesionados (DWC) para tratar a trabajadores lesionados en el trabajo. Los proveedores del MPN se especializan en lesiones causadas por el trabajo. Los estándares del acceso del MPN requieren que el MPN proporcione proveedores primarios que estén dentro de 15 millas o 30 minutos, y que los especialistas estén dentro de 30 millas o 60 minutos de su trabajo o de su residencia. El MPN también garantiza que usted podrá conseguir una cita que no sea de emergencia durante los primeros tres días y veinte días para citas con especialistas después que St. Paul Travelers reciba el pedido de tratamiento. Las regulaciones requieren que los proveedores del MPN usen el tratamiento médico adoptado por el DWC cuando tomen cualquier decisión en asistencia médica o tratamiento. En caso que usted necesite asistencia médica en conexión con un caso de Trabajadores Lesionados en el Trabajo, es probable que reciba tratamiento médico por uno de los proveedores del MPN.

¿Cómo encuentro doctores en el MPN?

Usted puede llamar:

Al Departamento del MPN de St. Paul Travelers al

1-800-287-9682

Este departamento podrá contestar cualquier pregunta que tenga acerca del MPN y le ayudarán a encontrar el nombre de algún proveedor o si usted tiene problema en conseguir una cita con un proveedor, aquí hay ciertos métodos que puede usar:

- Obtenga contacto con la persona encargada de su caso
- Obtenga contacto con el MPN localizado arriba
- Obtenga contacto con su compañía de empleo
- En el Internet escriba: www.mywcinfo.com
    - Oprima empleado lesionado
    - Después oprima proveedor médico de la red.

¿Qué sucede si me golpeo/lesiono en el trabajo?

Si usted incurre una lesión o enfermedad relacionada con el trabajo de emergencia por favor llame al 911 o vaya al centro médico de emergencia más cercano. Usted debe notificar a su patrón /compañía de trabajo lo antes posible después de cualquier tratamiento de emergencia. Si su lesión o enfermedad no es una emergencia, notifique a su patrón /compañía de trabajo que usted sufrió una lesión en el trabajo. Su patrón o el asegurador arreglarán una cita inicial con un doctor dentro del MPN.

¿Cómo elijo a un proveedor?

Después de la primera visita con un proveedor del MPN, usted puede continuar el tratamiento con este doctor o usted puede elegir otro doctor dentro el MPN que sea apropiado para tratar su lesión. Si necesita, usted puede elegir a un especialista o puede pedir que su doctor lo refiera al especialista para tratamiento adecuado. Si usted necesita ayuda en elegir a un doctor o tiene problema en conseguir una cita con un doctor dentro del MPN, por favor llame al departamento de MPN de St. Paul Travelers o llame a la persona encargada de su caso que le podrá asistir.

¿Qué pasa si no hay proveedores en mi área?

El MPN tiene proveedores disponibles en todo el estado de California. Si usted encuentra que no hay un especialista apropiado disponible en su área, por favor llame al departamento de MPN de St. Paul Travelers o a

la persona encargada de su caso para ayuda. Si este es el caso usted puede tener el derecho de ver a un especialista fuera del MPN.
Si usted está trabajando temporalmente afuera del área de servicio del MPN y necesita cuidado médico para una lesión causada en el trabajo que no sea de emergencia, usted puede escoger cualquier doctor o puede llamar al departamento de MPN de St. Paul Travelers o a la persona encargada de su caso que le ayudará a encontrar el cuidado médico apropiado en esa área. Si su lesión requiere atención médica de emergencia, por favor llame al 911 o vaya al centro médico de emergencia mas cercano.

¿Qué pasa si antes que empieza el programa de MPN ya estoy bajo cuidado médico por una lesión en el trabajo?

Si el doctor que le esta dando tratamiento ya es un miembro del Programa de MPN de St. Paul Travelers usted puede continuar con ese doctor y su tratamiento estará bajo el MPN. Si su doctor no es o no se le permite hacerse miembro del MPN, usted puede ser enviado a un doctor del MPN para tratamiento. Si esto ocurre, se le enviará una carta de notificación a usted y a su doctor.

St. Paul Travelers tiene una póliza llamada "transferencia de cuidado" que describe qué sucederá si usted está tratando actualmente con un doctor que no sea miembro del MPN.

Si su doctor no es proveedor del MPN y se hace miembro, St. Paul Travelers le notificará vía carta que su tratamiento estará bajo las provisiones del MPN.

No se le transferirá a un doctor bajo el MPN si su lesión o enfermedad tiene cualquiera de las siguientes condiciones:

(a) Agudo -El tratamiento para su lesión o enfermedad será curada o completada en el plazo de 30 días.
(b) Condición seria crónica - Su lesión o enfermedad es seria en naturaleza y persiste sin la curación completa o se empeora sobre los 90 días y requieren el tratamiento continuo. Una vez se haya determinado que usted tiene una condición crónica seria, usted puede ser permitido continuar el tratamiento con su médico actual hasta por un año, hasta que una transferencia segura del cuidado se pueda hacer. El período de un año para la completar el tratamiento comienza en la fecha cuando se determine que el empleado tiene una condición crónica seria.
(c) Enfermedad terminal - Usted tiene una condición incurable o condición irreversible que probablemente le causará la muerte en el plazo de un año o menos. Si se determina que usted tiene tal enfermedad, se le permitirá tratar con el proveedor actual por la duración de la enfermedad terminal.
(d) Hasta que finalice la cirugía u otro procedimiento Usted ya tiene la cirugía/operación u otro procedimiento autorizado por St. Paul Travelers y ocurrirá en el plazo de 180 días de la fecha efectiva del MPN.

Si St. Paul Travelers le va a transferir su cuidado y usted no esta de acuerdo, usted puede pedirle a su doctor un reporte que especifique si usted tiene una de las categorías descritas en el párrafo anterior.

Si cualquier, St. Paul Travelers o usted no estan de acuerdo con el reporte escrito por el doctor, este conflicto será resuelto según la sección de trabajo del código 4062. Usted debe notificar a la persona encargada de su caso si no esta de acuerdo con este reporte. Si su doctor esta de acuerdo que usted no tiene una de las categorías descritas arriba, la transferencia del cuidado tomará efecto aunque usted no este de acuerdo con la decisión. Si su doctor especifica que usted si tiene una de las categorías descritas, usted puede seguir bajo el cuidado de este doctor hasta que se resuelva este conflicto.

Cualquier referencia para cuidado adicional debe de estar dentro del MPN, sea o no sea una de las categorías descritas arriba.

¿Qué pasa si me están tratando bajo un proveedor del MPN y éste deja de ser miembro?

Si su médico deja de participar en el MPN, la persona encargada de su caso le aconsejará en sus opciones para tratamiento continuado basado en lo que St. Paul Travelers ha aprobado con respecto al Plan de Continuidad de Cuidado. En algunos casos, el proveedor que ya no es miembro puede continuar su tratamiento bajo St. Paul Travelers Plan de Continuidad (véase adjunto). Por favor llame a la persona encargada de su caso para cualquier pregunta o consejo sobre sus opciones.

Si su proveedor ya no es miembro porque el MPN terminó el contrato por razón disciplinaria médica, fraude o actividad criminal, no se le permitirá a usted seguir bajo su cuidado y tendrá que elegir a otro proveedor dentro del MPN.

¿Qué pasa si no estoy de acuerdo con el tratamiento médico?

Si usted no esta de acuerdo con el diagnóstico o el tratamiento de su doctor, usted puede pedir una segunda opinión de otro doctor dentro del MPN. Si usted desea una segunda opinión, usted debe comunicarse con la persona encargada de su caso y pedirle **una segunda opinión**. La persona encargada de su caso se cerciorará

que usted tenga una lista de los médicos del MPN, donde usted pueda elegir un especialista basado en la clase de lesión que usted tenga. Entonces usted podrá elegir a un doctor de la lista del MPN, hacer una cita en el plazo de 60 días del recibo de la lista de los proveedores del MPN y notificar al encargado de su caso de la fecha de su cita. Si usted no hace una cita en el plazo de 60 días del recibo de la lista de proveedores del MPN, no se le permitirá tener una segunda opinión con respecto al diagnóstico o tratamiento disputado.

Cuando se reciba la notificación de la fecha de su cita, la persona encargada de su caso se pondrá en contacto con el médico seleccionado y le informará de sus responsabilidades y cual es el conflicto, también les dará cualquier expediente médico necesario para su revisión. Si el doctor que usted eligió siente que su lesión o enfermedad está afuera del tipo de tratamiento que el da, el notificará a la persona encargada de su caso y usted recibirá una nueva lista de donde elegir a otro doctor dentro del MPN. Durante este proceso, le requerirán continuar el tratamiento con su médico que trata o con un médico de su opción dentro del MPN.

Después que usted reciba la segunda opinión, si todavía no esta de acuerdo con el diagnóstico o el tratamiento, usted puede buscar una **tercera opinión** de otro proveedor apropiado del MPN. Si usted desea una tercera opinión, usted debe llamar a la persona encargada de su caso y decirle que desea una tercera opinión. El encargado de su caso se cerciorará que usted tenga una lista de los médicos del MPN, donde usted pueda elegir un especialista basado en la clase de lesión que usted tenga. Entonces usted podrá elegir a un doctor de la lista del MPN, hacer una cita en el plazo de 60 días del recibo de la lista de los proveedores del MPN y notificar al encargado de su caso de la fecha de su cita. Si usted no hace una cita en el plazo de 60 días del recibo de la lista de proveedores del MPN, no se le permitirá tener una tercera opinión con respecto al diagnóstico o tratamiento disputado.

Cuando se reciba la notificación de la fecha de su cita, la persona encargada de su caso se pondrá en contacto con el médico seleccionado y le informará de sus responsabilidades y cual es el conflicto, también les dará cualquier expediente médico necesario para su revisión. Si el doctor que usted eligió siente que su lesión o enfermedad está afuera del tipo de tratamiento que el da, el notificará a la persona encargada de su caso y usted recibirá una nueva lista de donde elegir a otro doctor dentro del MPN. Durante este proceso, le requerirán continuar el tratamiento con su médico que trata o con un médico de su opción dentro del MPN.

Si después de la tercera opinión, usted todavía no esta de acuerdo con el diagnóstico o el tratamiento de su proveedor de su enfermedad o lesión, usted puede pedir una **Revisión Médica Independiente** (IMR). La persona encargada de su caso le habrá dado la información sobre la petición de un IMR y la aplicación cuando pidió la tercera opinión.

Un IMR será realizado por un proveedor fuera del MPN que será seleccionado por el Director Administrativo DWC basado en la especialidad del proveedor que lo ha estado tratando y en otra información sometida con la aplicación del IMR. El proveedor será seleccionado para conducir una evaluación independiente acerca de su conflicto.

Si el proveedor del IMR no está de acuerdo con el diagnóstico o tratamiento de su doctor, usted puede recibir el tratamiento de un proveedor del MPN o de un proveedor que no sea miembro del MPN. Si usted elige un proveedor que no sea miembro del MPN, el tratamiento que usted reciba de este proveedor será solamente de acuerdo al diagnóstico recomendado por el proveedor del IMR. Media vez el tratamiento relacionado con su conflicto sea completo, si necesita mas cuidado médico tendrá que usar un proveedor dentro del MPN.

¿Qué hago si tengo preguntas o necesito ayuda?

Usted puede llamar a la persona encargada de su caso o al departamento de MPN de St. Paul Travelers si necesita ayuda o necesita alguna explicación sobre su tratamiento médico con respecto a su lesión o enfermedad relacionada con su trabajo. Usted puede llamar al departamento de MPN de St. Paul Travelers al 1-800-287-9682.

Información de DWC Y Oficial De Ayuda: Si usted tiene preocupaciones, quejas o preguntas con respecto al MPN, el proceso de notificación, o el tratamiento después de una lesión o enfermedad relacionada con su trabajo, usted puede llamar a la información y ayuda Oficial en la división de compensación para trabajadores lesionados al 1-800-736-7401.

Revisión Médica Independiente: Si usted tiene preguntas sobre el Proceso médico independiente, usted puede llamar o comunicarse con la división de la unidad médica de la compensación para trabajadores lesionados:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 o (800) 794-6900

Accesorios: Póliza de Continuidad de Cuidado

Guarde esta información en caso que usted tenga lesión o enfermedad relacionada con su trabajo.

003565

Continuidad del Plan de Atención

St. Paul Travelers ha puesto en marcha una Red Proveedora Médica (MPN por sus siglas en inglés) en California para brindar atención médica en caso de que sus empleados asegurados sufran alguna lesión relacionada con el trabajo. De acuerdo con los términos del Código Laboral 4616.2, si un empleado sufre una lesión y el proveedor tratante termina el contrato de la MPN, el trabajador lesionado puede calificar para seguir tratándose con el proveedor que terminó el contrato bajo ciertas circunstancias.

Esta revisión general proporcionará información sobre la Continuidad del Plan de Atención de MPN de St. Paul Travelers (COCP), además de los derechos y responsabilidades del empleado lesionado, el médico tratante y St. Paul Travelers con respecto a la continuidad de la atención.

St. Paul Travelers ha presentado una copia de su COCP ante el Estado para su aprobación. Según este COCP, St. Paul Travelers es responsable de brindar información sobre su COCP en el momento de la implementación o cuando el empleado se una a la organización. Así también, los empleados recibirán información si son víctimas de una lesión o enfermedad relacionada con el trabajo. Si en algún momento, el empleado desea recibir más información sobre la COCP, el empleado puede comunicarse con su compañía de empleo o la persona encargada de su caso para obtener una copia de esta revisión general.

Si un empleado lesionado tiene una lesión relacionada con el trabajo y está recibiendo tratamiento de un proveedor que ha terminado el contrato de la MNP compañía de empleo, St. Paul Travelers determinará antes que nada si el proveedor ha sido cesado o no debido a razones disciplinarias, fraude o actividad criminal. Si la rescisión de contrato se debió a una de estas causas, St. Paul Travelers aconsejará al trabajador lesionado a buscar atención de otro proveedor de MPN.

En caso de que el proveedor haya sido cesado por otro motivo, St. Paul Travelers se comunicará con el proveedor y el empleado lesionado con el fin de determinar los derechos y responsabilidades para concluir el tratamiento con el proveedor que terminó el contrato. Si el trabajador lesionado presenta las siguientes circunstancias, el trabajador lesionado puede calificar para seguir el tratamiento con el proveedor tratante aunque el proveedor haya terminado el contrato de la MPN en las siguientes condiciones:

a. Una condición aguda. Una "condición aguda" se define como una condición médica que involucra la aparición repentina de síntomas debido a una enfermedad, lesión u otro problema médico que requiera pronta atención médica con una duración no mayor de 30 días. St. Paul Travelers autorizará la culminación del tratamiento para la duración de la condición aguda, sujeta a la cooperación del proveedor como se describe más adelante.
b. Una condición crónica severa. Una "condición crónica severa" se define como una condición médica debida a una enfermedad, problema medico o trastorno médico que sea grave en naturaleza y que persista sin cura completa o empeore durante un periodo de tiempo extendido o que requiera tratamiento continuo para mantener la remisión o evitar el deterioro. Debe brindarse la conclusión del tratamiento durante un periodo de tiempo necesario para llevar a cabo un tratamiento y asegurar una transferencia segura hacia otro proveedor, según lo disponga St. Paul Travelers o el compañia de empleo en consulta con el empleado lesionado y el proveedor que terminó el contrato y que sea de acuerdo con la buena práctica profesional. St. Paul Travelers autorizará la culminación del tratamiento para una condición crónica severa que no sobrepasará los 12 meses a partir de la fecha de culminación del contrato, sujeta a la cooperación del proveedor como se describe más adelante.
c. Una enfermedad terminal. Una "enfermedad terminal" que se define como una condición incurable o irreversible con una alta probabilidad de ocasionar la muerte en un plazo de un año o menos. St. Paul Travelers autorizará la culminación del tratamiento durante el proceso de una enfermedad terminal, sujeta a la cooperación del proveedor como se describe más adelante.
d. La realización de una cirugía u otra intervención que sea autorizada por el asegurador o el compañía de empleo como parte de un tratamiento documentado y que haya sido recomendada y documentada por el proveedor para ocurrir en un plazo de 180 días a partir de la fecha efectiva de cobertura de MPN. St. Paul Travelers garantizará el tratamiento continuo descrito en este párrafo, sujeto a la cooperación del proveedor como se describe más adelante.

En caso de que el empleado lesionado califique en una de las condiciones de tratamiento antes mencionadas y solicite seguir tratándose con el proveedor que terminó el contrato, St. Paul Travelers se comunicará con el proveedor para garantizar la voluntad y capacidad del proveedor y continuar con el tratamiento. Si el proveedor no desea o no puede seguir el tratamiento para el trabajador lesionado, St. Paul Travelers aconsejará al trabajador lesionado a buscar tratamiento de otro proveedor perteneciente a la MPN. En tales circunstancias, St. Paul Travelers no estará obligado a autorizar servicios continuos más allá de la fecha de culminación del contrato, y comunicará el cronograma con el que estarán autorizados a seguir el tratamiento con el proveedor que terminó el contrato.

Cuando el empleado lesionado haya seleccionado seguir el tratamiento con el proveedor que terminó el contrato y el proveedor haya acordado continuar con el tratamiento, St. Paul Travelers será responsable del pago de la conclusión del tratamiento médicamente necesario. St. Paul Travelers no se hará cargo del tratamiento sin autorización.

Si el empleado lesionado escoge no continuar con el proveedor que terminó el contrato, se le informará como escoger un proveedor perteneciente a la MPN.

PRODUCER COPY

ACUSE DE RECIBO DE LA INFORMACIÓN DE LA MPN

Yo admito haber recibido información relacionada con la utilización por parte de mi empleador de una Red Proveedora Médica para reclamos de Indemnizaciones a los Trabajadores. La información que se me ha brindado incluye:

1. Una carta que describe la MPN; y

2. Una copia de la Continuidad del Plan de Atención

_____
Nombre del Empleado (escribir con letra imprenta)

_____ _____
Firma del Empleado Fecha Actual

Empleador: sírvase incluir en el archivo del personal del empleado
Employer: Please place in Employee's Personnel file

COMPANY COPY

ST PAUL TRAVELERS

Re: St. Paul Travelers Medical Provider Network (MPN) Plan

Dear Policyholder:

As your Workers Compensation insurer THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") is pleased to include your Company in our California Medical Provider Network (MPN) Plan. Our program is designed to make sure that every employee who has a work-related injury obtains medical care quickly, is treated appropriately, and safely returns to work as soon as medically possible. Together, we can better manage your Workers Compensation claims within the MPN.

The employer's role is very important to the success of the MPN program. To achieve the benefits of the MPN program, we request that you educate your Employees about the MPN in order to comply with California State regulations. Please read this information carefully, failure to follow the notification requirements below may jeopardize your ability to obtain lifetime medical control of claims for work related injuries.

You are requested to do the following:

1. Distribute to each of your Employees the Notice and Continuity of Care Policy in English and Spanish (enclosed). You may want to develop a personalized letter introducing the information.
2. In order to ensure that all Employees receive the initial Notice we recommend that you document provision of this form in one of the following ways (whichever works best for your company);
    A. Have the employee sign and date the attached acknowledgment form indicating they received the attached documents. Retain the acknowledgement in the personnel file.
    B. Hold a general meeting to distribute the form and have each employee sign in. Distribute the Notice at the meeting and retain the acknowledgement forms.
    C. Attach to a paycheck and have them sign they received the information.
3. The Notice and Continuity of Care Policy should be included in your "New Hire Package". The employee should sign that they received the documents indicated on the new hire information checklist.
4. Make sure your Management staff has instructions on how to access the MPN Medical Provider directory via www.mywcinfo.com click on Injured Employee Info then Network Medical Provider or http://www.mywcinfo.com/geosite.html
5. Select an Occupational Medicine Clinic, Urgent Care Clinic, or, an Acute Care Hospital from the MPN to serve as your designated initial injury treatment facilities for each Plant/Location. Contact this facility and inform them that you are participating in the St. Paul Travelers Medical Provider Network Plan.
6. Review your procedures for handling work-related injuries, your modified duty policy, and your safety committee operation with your Management staff.
7. Inform your Employees of the name and location of the Occupational Medicine/Urgent Care Clinic that you have selected for initial care.

We believe the MPN program will provide better overall workers' compensation outcomes for you as an employer. If you have questions or prefer not take advantage of the MPN benefits contact your St. Paul Travelers representative. If you should have any general questions, please contact the MPN Coordinator at (800) 287-9682.

Sincerely,

St. Paul Travelers

Enclosures

W04NGF05

003567

NOTICE OF NEW WORKERS' COMPENSATION PROGRAM:
Medical Provider Network

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer will provide this medical care by using a Workers' Compensation Medical Provider Network (MPN). This notification describes the program and your rights in choosing medical care for work related injuries and illnesses.

What is a Medical Provider Network (MPN)?

A Medical Provider Network is a group of health care providers (physicians and other types of providers) that will manage and direct any medical care you receive if you are injured on the job. THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") uses First Health, a national managed-care company, whose network of providers has been approved by the Division of Workers' Compensation's (DWC) Administrative Director to treat workers injured on the job. The providers in the MPN specialize in work related injuries and meet access to care standards for common occupational injuries and work-related illnesses.

The MPN access standards require the MPN to provide primary treating providers within 15 miles or 30 minutes and specialty care providers within 30 miles or 60 minutes from either your work or residence. The MPN also provides that you will be able to get an appointment for non-emergency services within 3 business days and for specialist services within 20 business days following St. Paul Travelers receipt of request for treatment. Further, the regulations require MPN providers to use medical treatment guidelines adopted by the DWC in making any decisions related to medical care or treatment. In the event that you need medical care in connection with a workers' compensation claim, it is likely that you will receive this care from providers within the MPN.

How do I find out which doctors are in the MPN?

You may contact:

St. Paul Travelers MPN Team
800-287-9682

This team will be able to answer your questions about the MPN and help you find the names of MPN providers or help you if you are having trouble getting an appointment with an MPN provider. There are several methods for locating MPN providers. You may:

- Contact your Case Manager (Claim or Medical)
- Contact the MPN Team above
- Contact your employer
- Log on to the website at: www.mywcinfo.com
    - Click on Injured Employee Info square
    - Click on the Network Medical Provider square, then follow the prompts

What happens if I get injured at work?

If you incur a work-related injury or illness that is an emergency either call 911 or go to the nearest emergency medical center. You should notify your employer as soon as possible following any emergency treatment. If your injury or illness is not an emergency, notify your employer that you have a work-related injury. Your employer or insurer will arrange an initial appointment with a doctor with in the MPN.

How do I choose a provider?

After the first visit with an MPN provider for your work-related injury or illness, you may continue treatment with this doctor or you may choose another provider from within the MPN that is appropriate to treat your injury. If needed, you may choose a specialist or ask the treating doctor to refer you to a specialist for treatment. If you need help in choosing a doctor or have trouble getting an appointment with a doctor within the MPN, contact the MPN Team or your Case Manager who will assist you.

What if there are no providers in my area?

The MPN has providers available within the entire state of California. If you find there is not an appropriate treating physician or specialist available in your area, please contact the MPN Team or Case Manager for assistance. You may have the right to see a specialist outside of the MPN in this case.

If you are temporarily working outside the MPN service area and you require non-emergency treatment for a work related injury, you may treat with a provider of your choice or contact the MPN Team or Case Manager who will help you find appropriate medical care in the area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am already being treated for a work-related injury before the MPN begins?

If your current treating doctor is a member of the St. Paul Travelers MPN program, then you may continue to treat with this doctor and your treatment will be under the MPN. If your current treating doctor is not or is not allowed to become a member of the MPN, then you may be sent to a MPN doctor for treatment. If this occurs, you will be sent a letter and your doctor will also be notified.

St. Paul Travelers has a "Transfer of Care" policy that describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the MPN.

If your current non-MPN treating doctor becomes an MPN provider, then you and your provider will be notified in writing by St. Paul Travelers that your treatment will now be provided under the provisions of the MPN.

You will not be transferred to a doctor in the MPN if your injury or illness meets any of the following conditions:

(a) Acute The treatment for your injury or illness will be completed within 30 days.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. Once it has been determined that you have a serious chronic condition, you may be allowed to continue treatment by your current physician for up to one year, until a safe transfer of care can be made. The one year period for the completion of treatment starts from the date of determination that the employee has a serious chronic condition.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. If it is determined that you have such an illness, you will be allowed to treat with the current provider for the duration of the terminal illness.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers that will occur within 180 days of the MPN effective date.

If St. Paul Travelers is going to transfer your care and you disagree, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify your Case Manager if you disagree with this report. If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor states that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Any referrals for additional care, whether for one of the conditions or procedures listed above or not, shall be made to a provider within the MPN once the MPN is in effect.

What if I am being treated by a MPN provider and the provider leaves the MPN?

If your physician stops participating in the MPN, your Case Manager will advise you on your options for continued treatment based on the approved St. Paul Travelers' Continuity of Care Plan. In some instances, the terminated provider may continue to treat you through St. Paul Travelers Continuity of Care plan (see attached). Please contact your Case Manager for questions or advice on your options.

If your provider is no longer in the MPN because the MPN terminated his or her contract for issues relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to continue treatment with that provider and you will be required to choose a provider within the MPN.

What if I disagree with my doctor about medical treatment?

If you disagree with either the diagnosis or treatment prescribed by your treating provider, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact your Case Manager and tell them you want a **second opinion**. The Case Manager will make sure that you have a list of MPN physicians, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a second opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the second opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. If the second opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

After you receive the second opinion, if you still disagree with the diagnosis or treatment, you may seek a **third opinion** from another appropriate MPN provider. If you want a third opinion, you must contact your Case Manager and tell them you want a third opinion. The Case Manager will make sure that you have a list of MPN physicians, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the third opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. If the third opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

If after the third opinion, you still disagree with your provider's diagnosis or treatment of your illness or injury, you may ask for an **Independent Medical Review** (IMR). Your Case Manager will have given you the information on requesting an IMR and provided you with the IMR Application at the time you request a third opinion.

An IMR will be performed by a provider outside of the MPN who will be selected by the DWC Administrative Director based upon the specialty of the treating provider and other information submitted with the IMR Application. The provider will be selected to conduct an independent assessment of your dispute.

If the IMR provider does not agree with your treating provider's diagnosis or treatment of your illness or injury, you can receive treatment from either an MPN provider or a non-MPN provider. If you choose a provider that is outside the MPN, the treatment you receive from that provider can only be for the treatment or diagnostic service recommended by the IMR provider. Once any treatment provided to you related to the disputed diagnosis or treatment is completed, you must seek any further care from an MPN provider.

What if I have questions or need help?

You may always contact your Case Manager or the MPN Team if you need help or further explanation about your medical treatment if you have a work-related injury or illness. The St. Paul Travelers MPN Team can be reached at 800-287-9682.

DWC Information & Assistance Officer: If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call the Information and Assistance Officer at the Division of Workers' Compensation at 1-800-736-7401.

Independent Medical Review: If you have questions about the Independent Medical Review process or the Independent Medical Reviewer, you may contact the Division of Workers' Compensation's Medical Unit at:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 or (800) 794-6900

Attachments: Continuity of Care Policy

Keep this information in case you have a work-related injury or illness.

COMPANY COPY

CONTINUITY OF CARE POLICY

St. Paul Travelers has established a Medical Provider Network (MPN) in California for provision of medical care for any work related injuries its covered employees may sustain. Under Labor Code 4616.2, if an employee has an injury and the treating provider terminates from the MPN, the injured worker may qualify to continue treating with the terminated provider under specific circumstances.

This overview will provide information about the St. Paul Traveler's MPN Continuity of Care Policy (COCP) and the rights and responsibilities of the injured employee, treating physician and St. Paul Travelers with respect to continuity of care.

St. Paul Travelers has submitted a copy of this COCP to the State for approval. Under this COCP, St. Paul Travelers is responsible for providing information about its COCP at the time of implementation or when the employee joins the organization. Additionally, employees will receive information when they incur a work-related injury or illness. If at any time the employee wishes to receive more information about the COCP, the employee may contact their employer or Case Manager for a copy of this overview.

If an injured employee has a work-related injury and is receiving treatment from a provider who terminates from the employer's MPN, St. Paul Travelers first determines whether the provider has been terminated because of disciplinary reasons, fraud or criminal activity. If termination was for any of these reasons, St. Paul Travelers will advise the injured worker to seek care with another MPN provider.

Where the provider has been terminated for another reason, St. Paul Travelers will contact the provider and injured employee in order to determine rights and responsibilities to complete treatment with the terminated provider. If the injured worker has one of the following conditions, the injured worker may qualify to continue treating with the treating provider even though the provider has terminated the MPN:

a. An acute condition. An "acute condition" is defined as a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. St. Paul Travelers will authorize completion of the treatment for the duration of the acute condition, subject to the provider's cooperation as described below.

b. A serious chronic condition. A "serious chronic condition" is defined as a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment must be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by St. Paul Travelers or employer in consultation with the injured employee and the terminated provider and consistent with good professional practice. St. Paul Travelers will authorize completion of treatment for a serious chronic condition that will not exceed 12 months from the contract termination date, subject to the provider's cooperation as described below.

c. A terminal illness. A "terminal illness" is defined as an incurable or irreversible condition that has a high probability of causing death within one year or less. St. Paul Travelers will authorize completion of treatment for the duration of a terminal illness, subject to the provider's cooperation as described below.

d. Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date. St. Paul Travelers will affirm authorization for continued treatment as described in this paragraph subject to the provider's cooperation as described below.

Where the injured employee qualifies under one of the above listed treatment conditions and requests to continue to treat with the terminated provider, St. Paul Travelers will contact the provider to affirm the provider's willingness and capability to continue treatment under the same contractual terms and conditions that existed prior to termination. If the provider is unwilling or incapable of continuing treatment for the inured worker, St. Paul Travelers will advise the injured worker to seek treatment from another provider within the MPN. In such circumstances, St. Paul Travelers will not be obligated to authorize continued services beyond the contract termination date, and will communicate the timeframe they will be authorized to continue treatment with the terminated provider.

Where the injured employee has chosen to continue treatment with the terminated provider and the provider has agreed to continue to treat, St. Paul Travelers will be responsible for payment of completion of the medically necessary treatment. St. Paul Travelers will not be responsible for unauthorized treatment.

If the injured employee chooses not to continue with the terminated provider, they will be advised of how to choose new provider within the MPN.

ACKNOWLEDGEMENT OF RECEIPT OF MPN INFORMATION

I acknowledge that I have received information regarding my employer's use of a Medical Provider Network for Workers' Compensation claims. The information given to me includes:

1. A letter that outlines the MPN; and

2. A copy of the Continuity of Care Policy

_____
Employee's Name (please print)

_____ _____
Employee's Signature Today's Date

Employer: Please place in Employee's Personnel file

COMPANY COPY

Aviso del Nuevo Programa de Compensación Del Trabajador para empleados

Medical Provider Network (MPN) Cadena o Red de Proveedores de Medicina. La ley de California requiere que su patrón o compañía de empleo le de y pague el tratamiento médico si se dañan o lesionan en el trabajo. Su patrón /compañía de trabajo le asistirá el tratamiento médico por medio del programa (MPN). Esta notificación describe el programa y sus derechos en elegir la asistencia médica para enfermedades y lesiones relacionadas con su trabajo.

¿Que es (MPN) Cadena o Red de proveedores de medicina?

Esta cadena o red es un grupo de proveedores médicos (doctores, especialistas y otros tipos de proveedores) que manejarán y dirigirán cualquier asistencia médica que usted reciba si se lesiona en el trabajo. THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") utiliza First Health, compañía nacional del manejo de cuidado, en el cual los proveedores han sido aprobados por el Director Administrativo de la División de Compensación para los Trabajadores Lesionados (DWC) para tratar a trabajadores lesionados en el trabajo. Los proveedores del MPN se especializan en lesiones causadas por el trabajo. Los estándares del acceso del MPN requieren que el MPN proporcione proveedores primarios que estén dentro de 15 millas o 30 minutos, y que los especialistas estén dentro de 30 millas o 60 minutos de su trabajo o de su residencia. El MPN también garantiza que usted podrá conseguir una cita que no sea de emergencia durante los primeros tres días y veinte días para citas con especialistas después que St. Paul Travelers reciba el pedido de tratamiento. Las regulaciones requieren que los proveedores del MPN usen el tratamiento médico adoptado por el DWC cuando tomen cualquier decisión en asistencia médica o tratamiento. En caso que usted necesite asistencia médica en conexión con un caso de Trabajadores Lesionados en el Trabajo, es probable que reciba tratamiento médico por uno de los proveedores del MPN.

¿Cómo encuentro doctores en el MPN?

Usted puede llamar:

Al Departamento del MPN de St. Paul Travelers al

1-800-287-9682

Este departamento podrá contestar cualquier pregunta que tenga acerca del MPN y le ayudarán a encontrar el nombre de algún proveedor o si usted tiene problema en conseguir una cita con un proveedor, aquí hay ciertos métodos que puede usar:

- Obtenga contacto con la persona encargada de su caso
- Obtenga contacto con el MPN localizado arriba
- Obtenga contacto con su compañía de empleo
- En el Internet escriba: www.mywcinfo.com
    - Oprima empleado lesionado
    - Después oprima proveedor médico de la red.

¿Qué sucede si me golpeo/lesiono en el trabajo?

Si usted incurre una lesión o enfermedad relacionada con el trabajo de emergencia por favor llame al 911 o vaya al centro médico de emergencia más cercano. Usted debe notificar a su patrón /compañía de trabajo lo antes posible después de cualquier tratamiento de emergencia. Si su lesión o enfermedad no es una emergencia, notifique a su patrón /compañía de trabajo que usted sufrió una lesión en el trabajo. Su patrón o el asegurador arreglarán una cita inicial con un doctor dentro del MPN.

¿Cómo elijo a un proveedor?

Después de la primera visita con un proveedor del MPN, usted puede continuar el tratamiento con este doctor o usted puede elegir otro doctor dentro el MPN que sea apropiado para tratar su lesión. Si necesita, usted puede elegir a un especialista o puede pedir que su doctor lo refiera al especialista para tratamiento adecuado. Si usted necesita ayuda en elegir a un doctor o tiene problema en conseguir una cita con un doctor dentro del MPN, por favor llame al departamento de MPN de St. Paul Travelers o llame a la persona encargada de su caso que le podrá asistir.

¿Qué pasa si no hay proveedores en mi área?

El MPN tiene proveedores disponibles en todo el estado de California. Si usted encuentra que no hay un especialista apropiado disponible en su área, por favor llame al departamento de MPN de St. Paul Travelers o a

la persona encargada de su caso para ayuda. Si este es el caso usted puede tener el derecho de ver a un especialista fuera del MPN.
Si usted está trabajando temporalmente afuera del área de servicio del MPN y necesita cuidado médico para una lesión causada en el trabajo que no sea de emergencia, usted puede escoger cualquier doctor o puede llamar al departamento de MPN de St. Paul Travelers o a la persona encargada de su caso que le ayudará a encontrar el cuidado médico apropiado en esa área. Si su lesión requiere atención médica de emergencia, por favor llame al 911 o vaya al centro médico de emergencia mas cercano.

¿Qué pasa si antes que empieza el programa de MPN ya estoy bajo cuidado médico por una lesión en el trabajo?

Si el doctor que le esta dando tratamiento ya es un miembro del Programa de MPN de St. Paul Travelers usted puede continuar con ese doctor y su tratamiento estará bajo el MPN. Si su doctor no es o no se le permite hacerse miembro del MPN, usted puede ser enviado a un doctor del MPN para tratamiento. Si esto ocurre, se le enviará una carta de notificación a usted y a su doctor.

St. Paul Travelers tiene una póliza llamada "transferencia de cuidado" que describe qué sucederá si usted está tratando actualmente con un doctor que no sea miembro del MPN.

Si su doctor no es proveedor del MPN y se hace miembro, St. Paul Travelers le notificará vía carta que su tratamiento estará bajo las provisiones del MPN.

No se le transferirá a un doctor bajo el MPN si su lesión o enfermedad tiene cualquiera de las siguientes condiciones:

(a) Agudo -El tratamiento para su lesión o enfermedad será curada o completada en el plazo de 30 días.
(b) Condición seria crónica - Su lesión o enfermedad es seria en naturaleza y persiste sin la curación completa o se empeora sobre los 90 días y requieren el tratamiento continuo. Una vez se haya determinado que usted tiene una condición crónica seria, usted puede ser permitido continuar el tratamiento con su médico actual hasta por un año, hasta que una transferencia segura del cuidado se pueda hacer. El período de un año para la completar el tratamiento comienza en la fecha cuando se determine que el empleado tiene una condición crónica seria.
(c) Enfermedad terminal - Usted tiene una condición incurable o condición irreversible que probablemente le causará la muerte en el plazo de un año o menos. Si se determina que usted tiene tal enfermedad, se le permitirá tratar con el proveedor actual por la duración de la enfermedad terminal.
(d) Hasta que finalice la cirugía u otro procedimiento Usted ya tiene la cirugía/operación u otro procedimiento autorizado por St. Paul Travelers y ocurrirá en el plazo de 180 días de la fecha efectiva del MPN.

Si St. Paul Travelers le va a transferir su cuidado y usted no esta de acuerdo, usted puede pedirle a su doctor un reporte que especifique si usted tiene una de las categorías descritas en el párrafo anterior.

Si cualquier, St. Paul Travelers o usted no estan de acuerdo con el reporte escrito por el doctor, este conflicto será resuelto según la sección de trabajo del código 4062. Usted debe notificar a la persona encargada de su caso si no esta de acuerdo con este reporte. Si su doctor esta de acuerdo que usted no tiene una de las categorías descritas arriba, la transferencia del cuidado tomará efecto aunque usted no este de acuerdo con la decisión. Si su doctor especifica que usted si tiene una de las categorías descritas, usted puede seguir bajo el cuidado de este doctor hasta que se resuelva este conflicto.

Cualquier referencia para cuidado adicional debe de estar dentro del MPN, sea o no sea una de las categorías descritas arriba.

¿Qué pasa si me están tratando bajo un proveedor del MPN y éste deja de ser miembro?

Si su médico deja de participar en el MPN, la persona encargada de su caso le aconsejará en sus opciones para tratamiento continuado basado en lo que St. Paul Travelers ha aprobado con respecto al Plan de Continuidad de Cuidado. En algunos casos, el proveedor que ya no es miembro puede continuar su tratamiento bajo St. Paul Travelers Plan de Continuidad (véase adjunto). Por favor llame a la persona encargada de su caso para cualquier pregunta o consejo sobre sus opciones.

Si su proveedor ya no es miembro porque el MPN terminó el contrato por razón disciplinaria médica, fraude o actividad criminal, no se le permitirá a usted seguir bajo su cuidado y tendrá que elegir a otro proveedor dentro del MPN.

¿Qué pasa si no estoy de acuerdo con el tratamiento médico?

Si usted no esta de acuerdo con el diagnóstico o el tratamiento de su doctor, usted puede pedir una segunda opinión de otro doctor dentro del MPN. Si usted desea una segunda opinión, usted debe comunicarse con la persona encargada de su caso y pedirle **una segunda opinión**. La persona encargada de su caso se cerciorará

que usted tenga una lista de los médicos del MPN, donde usted pueda elegir un especialista basado en la clase de lesión que usted tenga. Entonces usted podrá elegir a un doctor de la lista del MPN, hacer una cita en el plazo de 60 días del recibo de la lista de los proveedores del MPN y notificar al encargado de su caso de la fecha de su cita. Si usted no hace una cita en el plazo de 60 días del recibo de la lista de proveedores del MPN, no se le permitirá tener una segunda opinión con respecto al diagnóstico o tratamiento disputado.

Cuando se reciba la notificación de la fecha de su cita, la persona encargada de su caso se pondrá en contacto con el médico seleccionado y le informará de sus responsabilidades y cual es el conflicto, también les dará cualquier expediente médico necesario para su revisión. Si el doctor que usted eligió siente que su lesión o enfermedad está afuera del tipo de tratamiento que el da, el notificará a la persona encargada de su caso y usted recibirá una nueva lista de donde elegir a otro doctor dentro del MPN. Durante este proceso, le requerirán continuar el tratamiento con su médico que trata o con un médico de su opción dentro del MPN.

Después que usted reciba la segunda opinión, si todavía no esta de acuerdo con el diagnóstico o el tratamiento, usted puede buscar una **tercera opinión** de otro proveedor apropiado del MPN. Si usted desea una tercera opinión, usted debe llamar a la persona encargada de su caso y decirle que desea una tercera opinión. El encargado de su caso se cerciorará que usted tenga una lista de los médicos del MPN, donde usted pueda elegir un especialista basado en la clase de lesión que usted tenga. Entonces usted podrá elegir a un doctor de la lista del MPN, hacer una cita en el plazo de 60 días del recibo de la lista de los proveedores del MPN y notificar al encargado de su caso de la fecha de su cita. Si usted no hace una cita en el plazo de 60 días del recibo de la lista de proveedores del MPN, no se le permitirá tener una tercera opinión con respecto al diagnóstico o tratamiento disputado.

Cuando se reciba la notificación de la fecha de su cita, la persona encargada de su caso se pondrá en contacto con el médico seleccionado y le informará de sus responsabilidades y cual es el conflicto, también les dará cualquier expediente médico necesario para su revisión. Si el doctor que usted eligió siente que su lesión o enfermedad está afuera del tipo de tratamiento que el da, el notificará a la persona encargada de su caso y usted recibirá una nueva lista de donde elegir a otro doctor dentro del MPN. Durante este proceso, le requerirán continuar el tratamiento con su médico que trata o con un médico de su opción dentro del MPN.

Si después de la tercera opinión, usted todavía no esta de acuerdo con el diagnóstico o el tratamiento de su proveedor de su enfermedad o lesión, usted puede pedir una **Revisión Médica Independiente** (IMR). La persona encargada de su caso le habrá dado la información sobre la petición de un IMR y la aplicación cuando pidió la tercera opinión.

Un IMR será realizado por un proveedor fuera del MPN que será seleccionado por el Director Administrativo DWC basado en la especialidad del proveedor que lo ha estado tratando y en otra información sometida con la aplicación del IMR. El proveedor será seleccionado para conducir una evaluación independiente acerca de su conflicto.

Si el proveedor del IMR no está de acuerdo con el diagnóstico o tratamiento de su doctor, usted puede recibir el tratamiento de un proveedor del MPN o de un proveedor que no sea miembro del MPN. Si usted elige un proveedor que no sea miembro del MPN, el tratamiento que usted reciba de este proveedor será solamente de acuerdo al diagnóstico recomendado por el proveedor del IMR. Media vez el tratamiento relacionado con su conflicto sea completo, si necesita mas cuidado médico tendrá que usar un proveedor dentro del MPN.

¿Qué hago si tengo preguntas o necesito ayuda?

Usted puede llamar a la persona encargada de su caso o al departamento de MPN de St. Paul Travelers si necesita ayuda o necesita alguna explicación sobre su tratamiento médico con respecto a su lesión o enfermedad relacionada con su trabajo. Usted puede llamar al departamento de MPN de St. Paul Travelers al 1-800-287-9682.

Información de DWC Y Oficial De Ayuda: Si usted tiene preocupaciones, quejas o preguntas con respecto al MPN, el proceso de notificación, o el tratamiento después de una lesión o enfermedad relacionada con su trabajo, usted puede llamar a la información y ayuda Oficial en la división de compensación para trabajadores lesionados al 1-800-736-7401.

Revisión Médica Independiente: Si usted tiene preguntas sobre el Proceso médico independiente, usted puede llamar o comunicarse con la división de la unidad médica de la compensación para trabajadores lesionados:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 o (800) 794-6900

Accesorios: Póliza de Continuidad de Cuidado

Guarde esta información en caso que usted tenga lesión o enfermedad relacionada con su trabajo.

003571

Continuidad del Plan de Atención

St. Paul Travelers ha puesto en marcha una Red Proveedora Médica (MPN por sus siglas en inglés) en California para brindar atención médica en caso de que sus empleados asegurados sufran alguna lesión relacionada con el trabajo. De acuerdo con los términos del Código Laboral 4616.2, si un empleado sufre una lesión y el proveedor tratante termina el contrato de la MPN, el trabajador lesionado puede calificar para seguir tratándose con el proveedor que terminó el contrato bajo ciertas circunstancias.

Esta revisión general proporcionará información sobre la Continuidad del Plan de Atención de MPN de St. Paul Travelers (COCP), además de los derechos y responsabilidades del empleado lesionado, el médico tratante y St. Paul Travelers con respecto a la continuidad de la atención.

St. Paul Travelers ha presentado una copia de su COCP ante el Estado para su aprobación. Según este COCP, St. Paul Travelers es responsable de brindar información sobre su COCP en el momento de la implementación o cuando el empleado se una a la organización. Así también, los empleados recibirán información si son víctimas de una lesión o enfermedad relacionada con el trabajo. Si en algún momento, el empleado desea recibir más información sobre la COCP, el empleado puede comunicarse con su compañía de empleo o la persona encargada de su caso para obtener una copia de esta revisión general.

Si un empleado lesionado tiene una lesión relacionada con el trabajo y está recibiendo tratamiento de un proveedor que ha terminado el contrato de la MNP compañía de empleo, St. Paul Travelers determinará antes que nada si el proveedor ha sido cesado o no debido a razones disciplinarias, fraude o actividad criminal. Si la rescisión de contrato se debió a una de estas causas, St. Paul Travelers aconsejará al trabajador lesionado a buscar atención de otro proveedor de MPN.

En caso de que el proveedor haya sido cesado por otro motivo, St. Paul Travelers se comunicará con el proveedor y el empleado lesionado con el fin de determinar los derechos y responsabilidades para concluir el tratamiento con el proveedor que terminó el contrato. Si el trabajador lesionado presenta las siguientes circunstancias, el trabajador lesionado puede calificar para seguir el tratamiento con el proveedor tratante aunque el proveedor haya terminado el contrato de la MPN en las siguientes condiciones:

a. Una condición aguda. Una "condición aguda" se define como una condición médica que involucra la aparición repentina de síntomas debido a una enfermedad, lesión u otro problema médico que requiera pronta atención médica con una duración no mayor de 30 días. St. Paul Travelers autorizará la culminación del tratamiento para la duración de la condición aguda, sujeta a la cooperación del proveedor como se describe más adelante.
b. Una condición crónica severa. Una "condición crónica severa" se define como una condición médica debida a una enfermedad, problema medico o trastorno médico que sea grave en naturaleza y que persista sin cura completa o empeore durante un periodo de tiempo extendido o que requiera tratamiento continuo para mantener la remisión o evitar el deterioro. Debe brindarse la conclusión del tratamiento durante un periodo de tiempo necesario para llevar a cabo un tratamiento y asegurar una transferencia segura hacia otro proveedor, según lo disponga St. Paul Travelers o el compañia de empleo en consulta con el empleado lesionado y el proveedor que terminó el contrato y que sea de acuerdo con la buena práctica profesional. St. Paul Travelers autorizará la culminación del tratamiento para una condición crónica severa que no sobrepasará los 12 meses a partir de la fecha de culminación del contrato, sujeta a la cooperación del proveedor como se describe más adelante.
c. Una enfermedad terminal. Una "enfermedad terminal" que se define como una condición incurable o irreversible con una alta probabilidad de ocasionar la muerte en un plazo de un año o menos. St. Paul Travelers autorizará la culminación del tratamiento durante el proceso de una enfermedad terminal, sujeta a la cooperación del proveedor como se describe más adelante.
d. La realización de una cirugía u otra intervención que sea autorizada por el asegurador o el compañía de empleo como parte de un tratamiento documentado y que haya sido recomendada y documentada por el proveedor para ocurrir en un plazo de 180 días a partir de la fecha efectiva de cobertura de MPN. St. Paul Travelers garantizará el tratamiento continuo descrito en este párrafo, sujeto a la cooperación del proveedor como se describe más adelante.

En caso de que el empleado lesionado califique en una de las condiciones de tratamiento antes mencionadas y solicite seguir tratándose con el proveedor que terminó el contrato, St. Paul Travelers se comunicará con el proveedor para garantizar la voluntad y capacidad del proveedor y continuar con el tratamiento. Si el proveedor no desea o no puede seguir el tratamiento para el trabajador lesionado, St. Paul Travelers aconsejará al trabajador lesionado a buscar tratamiento de otro proveedor perteneciente a la MPN. En tales circunstancias, St. Paul Travelers no estará obligado a autorizar servicios continuos más allá de la fecha de culminación del contrato, y comunicará el cronograma con el que estarán autorizados a seguir el tratamiento con el proveedor que terminó el contrato.

Cuando el empleado lesionado haya seleccionado seguir el tratamiento con el proveedor que terminó el contrato y el proveedor haya acordado continuar con el tratamiento, St. Paul Travelers será responsable del pago de la conclusión del tratamiento médicamente necesario. St. Paul Travelers no se hará cargo del tratamiento sin autorización.

Si el empleado lesionado escoge no continuar con el proveedor que terminó el contrato, se le informará como escoger un proveedor perteneciente a la MPN.

COMPANY COPY

ACUSE DE RECIBO DE LA INFORMACIÓN DE LA MPN

Yo admito haber recibido información relacionada con la utilización por parte de mi empleador de una Red Proveedora Médica para reclamos de Indemnizaciones a los Trabajadores. La información que se me ha brindado incluye:

1. Una carta que describe la MPN; y

2. Una copia de la Continuidad del Plan de Atención

_____

Nombre del Empleado (escribir con letra imprenta)

_____ _____

Firma del Empleado Fecha Actual

Empleador: sírvase incluir en el archivo del personal del empleado
Employer: Please place in Employee's Personnel file

ST PAUL TRAVELERS

Re: St. Paul Travelers Medical Provider Network (MPN) Plan

Dear Policyholder:

As your Workers Compensation insurer THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") is pleased to include your Company in our California Medical Provider Network (MPN) Plan. Our program is designed to make sure that every employee who has a work-related injury obtains medical care quickly, is treated appropriately, and safely returns to work as soon as medically possible. Together, we can better manage your Workers Compensation claims within the MPN.

The employer's role is very important to the success of the MPN program. To achieve the benefits of the MPN program, we request that you educate your Employees about the MPN in order to comply with California State regulations. Please read this information carefully, failure to follow the notification requirements below may jeopardize your ability to obtain lifetime medical control of claims for work related injuries.

You are requested to do the following:

1. Distribute to each of your Employees the Notice and Continuity of Care Policy in English and Spanish (enclosed). You may want to develop a personalized letter introducing the information.
2. In order to ensure that all Employees receive the initial Notice we recommend that you document provision of this form in one of the following ways (whichever works best for your company);
    A. Have the employee sign and date the attached acknowledgment form indicating they received the attached documents. Retain the acknowledgement in the personnel file.
    B. Hold a general meeting to distribute the form and have each employee sign in. Distribute the Notice at the meeting and retain the acknowledgement forms.
    C. Attach to a paycheck and have them sign they received the information.
3. The Notice and Continuity of Care Policy should be included in your "New Hire Package". The employee should sign that they received the documents indicated on the new hire information checklist.
4. Make sure your Management staff has instructions on how to access the MPN Medical Provider directory via www.mywcinfo.com click on Injured Employee Info then Network Medical Provider or http://www.mywcinfo.com/geosite.html
5. Select an Occupational Medicine Clinic, Urgent Care Clinic, or, an Acute Care Hospital from the MPN to serve as your designated initial injury treatment facilities for each Plant/Location. Contact this facility and inform them that you are participating in the St. Paul Travelers Medical Provider Network Plan.
6. Review your procedures for handling work-related injuries, your modified duty policy, and your safety committee operation with your Management staff.
7. Inform your Employees of the name and location of the Occupational Medicine/Urgent Care Clinic that you have selected for initial care.

We believe the MPN program will provide better overall workers' compensation outcomes for you as an employer. If you have questions or prefer not take advantage of the MPN benefits contact your St. Paul Travelers representative. If you should have any general questions, please contact the MPN Coordinator at (800) 287-9682.

Sincerely,

St. Paul Travelers

Enclosures

W04NGF05

003573

NOTICE OF NEW WORKERS' COMPENSATION PROGRAM:
Medical Provider Network

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer will provide this medical care by using a Workers' Compensation Medical Provider Network (MPN). This notification describes the program and your rights in choosing medical care for work related injuries and illnesses.

What is a Medical Provider Network (MPN)?

A Medical Provider Network is a group of health care providers (physicians and other types of providers) that will manage and direct any medical care you receive if you are injured on the job. THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") uses First Health, a national managed-care company, whose network of providers has been approved by the Division of Workers' Compensation's (DWC) Administrative Director to treat workers injured on the job. The providers in the MPN specialize in work related injuries and meet access to care standards for common occupational injuries and work-related illnesses.

The MPN access standards require the MPN to provide primary treating providers within 15 miles or 30 minutes and specialty care providers within 30 miles or 60 minutes from either your work or residence. The MPN also provides that you will be able to get an appointment for non-emergency services within 3 business days and for specialist services within 20 business days following St. Paul Travelers receipt of request for treatment. Further, the regulations require MPN providers to use medical treatment guidelines adopted by the DWC in making any decisions related to medical care or treatment. In the event that you need medical care in connection with a workers' compensation claim, it is likely that you will receive this care from providers within the MPN.

How do I find out which doctors are in the MPN?

You may contact:

St. Paul Travelers MPN Team
800-287-9682

This team will be able to answer your questions about the MPN and help you find the names of MPN providers or help you if you are having trouble getting an appointment with an MPN provider. There are several methods for locating MPN providers. You may:

- Contact your Case Manager (Claim or Medical)
- Contact the MPN Team above
- Contact your employer
- Log on to the website at: www.mywcinfo.com
    - Click on Injured Employee Info square
    - Click on the Network Medical Provider square, then follow the prompts

What happens if I get injured at work?

If you incur a work-related injury or illness that is an emergency either call 911 or go to the nearest emergency medical center. You should notify your employer as soon as possible following any emergency treatment. If your injury or illness is not an emergency, notify your employer that you have a work-related injury. Your employer or insurer will arrange an initial appointment with a doctor with in the MPN.

How do I choose a provider?

After the first visit with an MPN provider for your work-related injury or illness, you may continue treatment with this doctor or you may choose another provider from within the MPN that is appropriate to treat your injury. If needed, you may choose a specialist or ask the treating doctor to refer you to a specialist for treatment. If you need help in choosing a doctor or have trouble getting an appointment with a doctor within the MPN, contact the MPN Team or your Case Manager who will assist you.

What if there are no providers in my area?

The MPN has providers available within the entire state of California. If you find there is not an appropriate treating physician or specialist available in your area, please contact the MPN Team or Case Manager for assistance. You may have the right to see a specialist outside of the MPN in this case.

If you are temporarily working outside the MPN service area and you require non-emergency treatment for a work related injury, you may treat with a provider of your choice or contact the MPN Team or Case Manager who will help you find appropriate medical care in the area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am already being treated for a work-related injury before the MPN begins?

If your current treating doctor is a member of the St. Paul Travelers MPN program, then you may continue to treat with this doctor and your treatment will be under the MPN. If your current treating doctor is not or is not allowed to become a member of the MPN, then you may be sent to a MPN doctor for treatment. If this occurs, you will be sent a letter and your doctor will also be notified.

St. Paul Travelers has a "Transfer of Care" policy that describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the MPN.

If your current non-MPN treating doctor becomes an MPN provider, then you and your provider will be notified in writing by St. Paul Travelers that your treatment will now be provided under the provisions of the MPN.

You will not be transferred to a doctor in the MPN if your injury or illness meets any of the following conditions:

(a) Acute The treatment for your injury or illness will be completed within 30 days.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. Once it has been determined that you have a serious chronic condition, you may be allowed to continue treatment by your current physician for up to one year, until a safe transfer of care can be made. The one year period for the completion of treatment starts from the date of determination that the employee has a serious chronic condition.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. If it is determined that you have such an illness, you will be allowed to treat with the current provider for the duration of the terminal illness.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers that will occur within 180 days of the MPN effective date.

If St. Paul Travelers is going to transfer your care and you disagree, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify your Case Manager if you disagree with this report. If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor states that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Any referrals for additional care, whether for one of the conditions or procedures listed above or not, shall be made to a provider within the MPN once the MPN is in effect.

What if I am being treated by a MPN provider and the provider leaves the MPN?

If your physician stops participating in the MPN, your Case Manager will advise you on your options for continued treatment based on the approved St. Paul Travelers' Continuity of Care Plan. In some instances, the terminated provider may continue to treat you through St. Paul Travelers Continuity of Care plan (see attached). Please contact your Case Manager for questions or advice on your options.

If your provider is no longer in the MPN because the MPN terminated his or her contract for issues relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to continue treatment with that provider and you will be required to choose a provider within the MPN.

What if I disagree with my doctor about medical treatment?

If you disagree with either the diagnosis or treatment prescribed by your treating provider, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact your Case Manager and tell them you want a **second opinion**. The Case Manager will make sure that you have a list of MPN physicians, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a second opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the second opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. If the second opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

After you receive the second opinion, if you still disagree with the diagnosis or treatment, you may seek a **third opinion** from another appropriate MPN provider. If you want a third opinion, you must contact your Case Manager and tell them you want a third opinion. The Case Manager will make sure that you have a list of MPN physicians, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the third opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. If the third opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

If after the third opinion, you still disagree with your provider's diagnosis or treatment of your illness or injury, you may ask for an **Independent Medical Review** (IMR). Your Case Manager will have given you the information on requesting an IMR and provided you with the IMR Application at the time you request a third opinion.

An IMR will be performed by a provider outside of the MPN who will be selected by the DWC Administrative Director based upon the specialty of the treating provider and other information submitted with the IMR Application. The provider will be selected to conduct an independent assessment of your dispute.

If the IMR provider does not agree with your treating provider's diagnosis or treatment of your illness or injury, you can receive treatment from either an MPN provider or a non-MPN provider. If you choose a provider that is outside the MPN, the treatment you receive from that provider can only be for the treatment or diagnostic service recommended by the IMR provider. Once any treatment provided to you related to the disputed diagnosis or treatment is completed, you must seek any further care from an MPN provider.

What if I have questions or need help?

You may always contact your Case Manager or the MPN Team if you need help or further explanation about your medical treatment if you have a work-related injury or illness. The St. Paul Travelers MPN Team can be reached at 800-287-9682.

DWC Information & Assistance Officer: If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call the Information and Assistance Officer at the Division of Workers' Compensation at 1-800-736-7401.

Independent Medical Review: If you have questions about the Independent Medical Review process or the Independent Medical Reviewer, you may contact the Division of Workers' Compensation's Medical Unit at:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 or (800) 794-6900

Attachments: Continuity of Care Policy

Keep this information in case you have a work-related injury or illness.

CONTINUITY OF CARE POLICY

St. Paul Travelers has established a Medical Provider Network (MPN) in California for provision of medical care for any work related injuries its covered employees may sustain. Under Labor Code 4616.2, if an employee has an injury and the treating provider terminates from the MPN, the injured worker may qualify to continue treating with the terminated provider under specific circumstances.

This overview will provide information about the St. Paul Traveler's MPN Continuity of Care Policy (COCP) and the rights and responsibilities of the injured employee, treating physician and St. Paul Travelers with respect to continuity of care.

St. Paul Travelers has submitted a copy of this COCP to the State for approval. Under this COCP, St. Paul Travelers is responsible for providing information about its COCP at the time of implementation or when the employee joins the organization. Additionally, employees will receive information when they incur a work-related injury or illness. If at any time the employee wishes to receive more information about the COCP, the employee may contact their employer or Case Manager for a copy of this overview.

If an injured employee has a work-related injury and is receiving treatment from a provider who terminates from the employer's MPN, St. Paul Travelers first determines whether the provider has been terminated because of disciplinary reasons, fraud or criminal activity. If termination was for any of these reasons, St. Paul Travelers will advise the injured worker to seek care with another MPN provider.

Where the provider has been terminated for another reason, St. Paul Travelers will contact the provider and injured employee in order to determine rights and responsibilities to complete treatment with the terminated provider. If the injured worker has one of the following conditions, the injured worker may qualify to continue treating with the treating provider even though the provider has terminated the MPN:

a. An acute condition. An "acute condition" is defined as a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. St. Paul Travelers will authorize completion of the treatment for the duration of the acute condition, subject to the provider's cooperation as described below.

b. A serious chronic condition. A "serious chronic condition" is defined as a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment must be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by St. Paul Travelers or employer in consultation with the injured employee and the terminated provider and consistent with good professional practice. St. Paul Travelers will authorize completion of treatment for a serious chronic condition that will not exceed 12 months from the contract termination date, subject to the provider's cooperation as described below.

c. A terminal illness. A "terminal illness" is defined as an incurable or irreversible condition that has a high probability of causing death within one year or less. St. Paul Travelers will authorize completion of treatment for the duration of a terminal illness, subject to the provider's cooperation as described below.

d. Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date. St. Paul Travelers will affirm authorization for continued treatment as described in this paragraph subject to the provider's cooperation as described below.

Where the injured employee qualifies under one of the above listed treatment conditions and requests to continue to treat with the terminated provider, St. Paul Travelers will contact the provider to affirm the provider's willingness and capability to continue treatment under the same contractual terms and conditions that existed prior to termination. If the provider is unwilling or incapable of continuing treatment for the inured worker, St. Paul Travelers will advise the injured worker to seek treatment from another provider within the MPN. In such circumstances, St. Paul Travelers will not be obligated to authorize continued services beyond the contract termination date, and will communicate the timeframe they will be authorized to continue treatment with the terminated provider.

Where the injured employee has chosen to continue treatment with the terminated provider and the provider has agreed to continue to treat, St. Paul Travelers will be responsible for payment of completion of the medically necessary treatment. St. Paul Travelers will not be responsible for unauthorized treatment.

If the injured employee chooses not to continue with the terminated provider, they will be advised of how to choose new provider within the MPN.

ACKNOWLEDGEMENT OF RECEIPT OF MPN INFORMATION

I acknowledge that I have received information regarding my employer's use of a Medical Provider Network for Workers' Compensation claims. The information given to me includes:

1. A letter that outlines the MPN; and

2. A copy of the Continuity of Care Policy

_____

Employee's Name (please print)

_____ _____

Employee's Signature Today's Date

Employer: Please place in Employee's Personnel file

Aviso del Nuevo Programa de Compensación Del Trabajador para empleados

Medical Provider Network (MPN) Cadena o Red de Proveedores de Medicina. La ley de California requiere que su patrón o compañía de empleo le de y pague el tratamiento médico si se dañan o lesionan en el trabajo. Su patrón /compañía de trabajo le asistirá el tratamiento médico por medio del programa (MPN). Esta notificación describe el programa y sus derechos en elegir la asistencia médica para enfermedades y lesiones relacionadas con su trabajo.

¿Que es (MPN) Cadena o Red de proveedores de medicina?

Esta cadena o red es un grupo de proveedores médicos (doctores, especialistas y otros tipos de proveedores) que manejarán y dirigirán cualquier asistencia médica que usted reciba si se lesiona en el trabajo. THE PHOENIX INSURANCE COMPANY ("St. Paul Travelers") utiliza First Health, compañía nacional del manejo de cuidado, en el cual los proveedores han sido aprobados por el Director Administrativo de la División de Compensación para los Trabajadores Lesionados (DWC) para tratar a trabajadores lesionados en el trabajo. Los proveedores del MPN se especializan en lesiones causadas por el trabajo. Los estándares del acceso del MPN requieren que el MPN proporcione proveedores primarios que estén dentro de 15 millas o 30 minutos, y que los especialistas estén dentro de 30 millas o 60 minutos de su trabajo o de su residencia. El MPN también garantiza que usted podrá conseguir una cita que no sea de emergencia durante los primeros tres días y veinte días para citas con especialistas después que St. Paul Travelers reciba el pedido de tratamiento. Las regulaciones requieren que los proveedores del MPN usen el tratamiento médico adoptado por el DWC cuando tomen cualquier decisión en asistencia médica o tratamiento. En caso que usted necesite asistencia médica en conexión con un caso de Trabajadores Lesionados en el Trabajo, es probable que reciba tratamiento médico por uno de los proveedores del MPN.

¿Cómo encuentro doctores en el MPN?

Usted puede llamar:

Al Departamento del MPN de St. Paul Travelers al

1-800-287-9682

Este departamento podrá contestar cualquier pregunta que tenga acerca del MPN y le ayudarán a encontrar el nombre de algún proveedor o si usted tiene problema en conseguir una cita con un proveedor, aquí hay ciertos métodos que puede usar:

- Obtenga contacto con la persona encargada de su caso
- Obtenga contacto con el MPN localizado arriba
- Obtenga contacto con su compañía de empleo
- En el Internet escriba: www.mywcinfo.com
    - Oprima empleado lesionado
    - Después oprima proveedor médico de la red.

¿Qué sucede si me golpeo/lesiono en el trabajo?

Si usted incurre una lesión o enfermedad relacionada con el trabajo de emergencia por favor llame al 911 o vaya al centro médico de emergencia más cercano. Usted debe notificar a su patrón /compañía de trabajo lo antes posible después de cualquier tratamiento de emergencia. Si su lesión o enfermedad no es una emergencia, notifique a su patrón /compañía de trabajo que usted sufrió una lesión en el trabajo. Su patrón o el asegurador arreglarán una cita inicial con un doctor dentro del MPN.

¿Cómo elijo a un proveedor?

Después de la primera visita con un proveedor del MPN, usted puede continuar el tratamiento con este doctor o usted puede elegir otro doctor dentro el MPN que sea apropiado para tratar su lesión. Si necesita, usted puede elegir a un especialista o puede pedir que su doctor lo refiera al especialista para tratamiento adecuado. Si usted necesita ayuda en elegir a un doctor o tiene problema en conseguir una cita con un doctor dentro del MPN, por favor llame al departamento de MPN de St. Paul Travelers o llame a la persona encargada de su caso que le podrá asistir.

¿Qué pasa si no hay proveedores en mi área?

El MPN tiene proveedores disponibles en todo el estado de California. Si usted encuentra que no hay un especialista apropiado disponible en su área, por favor llame al departamento de MPN de St. Paul Travelers o a

la persona encargada de su caso para ayuda. Si este es el caso usted puede tener el derecho de ver a un especialista fuera del MPN.
Si usted está trabajando temporalmente afuera del área de servicio del MPN y necesita cuidado médico para una lesión causada en el trabajo que no sea de emergencia, usted puede escoger cualquier doctor o puede llamar al departamento de MPN de St. Paul Travelers o a la persona encargada de su caso que le ayudará a encontrar el cuidado médico apropiado en esa área. Si su lesión requiere atención médica de emergencia, por favor llame al 911 o vaya al centro médico de emergencia mas cercano.

¿Qué pasa si antes que empieza el programa de MPN ya estoy bajo cuidado médico por una lesión en el trabajo?

Si el doctor que le esta dando tratamiento ya es un miembro del Programa de MPN de St. Paul Travelers usted puede continuar con ese doctor y su tratamiento estará bajo el MPN. Si su doctor no es o no se le permite hacerse miembro del MPN, usted puede ser enviado a un doctor del MPN para tratamiento. Si esto ocurre, se le enviará una carta de notificación a usted y a su doctor.

St. Paul Travelers tiene una póliza llamada "transferencia de cuidado" que describe qué sucederá si usted está tratando actualmente con un doctor que no sea miembro del MPN.

Si su doctor no es proveedor del MPN y se hace miembro, St. Paul Travelers le notificará vía carta que su tratamiento estará bajo las provisiones del MPN.

No se le transferirá a un doctor bajo el MPN si su lesión o enfermedad tiene cualquiera de las siguientes condiciones:

(a) Agudo -El tratamiento para su lesión o enfermedad será curada o completada en el plazo de 30 días.
(b) Condición seria crónica - Su lesión o enfermedad es seria en naturaleza y persiste sin la curación completa o se empeora sobre los 90 días y requieren el tratamiento continuo. Una vez se haya determinado que usted tiene una condición crónica seria, usted puede ser permitido continuar el tratamiento con su médico actual hasta por un año, hasta que una transferencia segura del cuidado se pueda hacer. El período de un año para la completar el tratamiento comienza en la fecha cuando se determine que el empleado tiene una condición crónica seria.
(c) Enfermedad terminal - Usted tiene una condición incurable o condición irreversible que probablemente le causará la muerte en el plazo de un año o menos. Si se determina que usted tiene tal enfermedad, se le permitirá tratar con el proveedor actual por la duración de la enfermedad terminal.
(d) Hasta que finalice la cirugía u otro procedimiento Usted ya tiene la cirugía/operación u otro procedimiento autorizado por St. Paul Travelers y ocurrirá en el plazo de 180 días de la fecha efectiva del MPN.

Si St. Paul Travelers le va a transferir su cuidado y usted no esta de acuerdo, usted puede pedirle a su doctor un reporte que especifique si usted tiene una de las categorías descritas en el párrafo anterior.

Si cualquier, St. Paul Travelers o usted no estan de acuerdo con el reporte escrito por el doctor, este conflicto será resuelto según la sección de trabajo del código 4062. Usted debe notificar a la persona encargada de su caso si no esta de acuerdo con este reporte. Si su doctor esta de acuerdo que usted no tiene una de las categorías descritas arriba, la transferencia del cuidado tomará efecto aunque usted no este de acuerdo con la decisión. Si su doctor especifica que usted si tiene una de las categorías descritas, usted puede seguir bajo el cuidado de este doctor hasta que se resuelva este conflicto.

Cualquier referencia para cuidado adicional debe de estar dentro del MPN, sea o no sea una de las categorías descritas arriba.

¿Qué pasa si me están tratando bajo un proveedor del MPN y éste deja de ser miembro?

Si su médico deja de participar en el MPN, la persona encargada de su caso le aconsejará en sus opciones para tratamiento continuado basado en lo que St. Paul Travelers ha aprobado con respecto al Plan de Continuidad de Cuidado. En algunos casos, el proveedor que ya no es miembro puede continuar su tratamiento bajo St. Paul Travelers Plan de Continuidad (véase adjunto). Por favor llame a la persona encargada de su caso para cualquier pregunta o consejo sobre sus opciones.

Si su proveedor ya no es miembro porque el MPN terminó el contrato por razón disciplinaria médica, fraude o actividad criminal, no se le permitirá a usted seguir bajo su cuidado y tendrá que elegir a otro proveedor dentro del MPN.

¿Qué pasa si no estoy de acuerdo con el tratamiento médico?

Si usted no esta de acuerdo con el diagnóstico o el tratamiento de su doctor, usted puede pedir una segunda opinión de otro doctor dentro del MPN. Si usted desea una segunda opinión, usted debe comunicarse con la persona encargada de su caso y pedirle **una segunda opinión**. La persona encargada de su caso se cerciorará

que usted tenga una lista de los médicos del MPN, donde usted pueda elegir un especialista basado en la clase de lesión que usted tenga. Entonces usted podrá elegir a un doctor de la lista del MPN, hacer una cita en el plazo de 60 días del recibo de la lista de los proveedores del MPN y notificar al encargado de su caso de la fecha de su cita. Si usted no hace una cita en el plazo de 60 días del recibo de la lista de proveedores del MPN, no se le permitirá tener una segunda opinión con respecto al diagnóstico o tratamiento disputado.

Cuando se reciba la notificación de la fecha de su cita, la persona encargada de su caso se pondrá en contacto con el médico seleccionado y le informará de sus responsabilidades y cual es el conflicto, también les dará cualquier expediente médico necesario para su revisión. Si el doctor que usted eligió siente que su lesión o enfermedad está afuera del tipo de tratamiento que el da, el notificará a la persona encargada de su caso y usted recibirá una nueva lista de donde elegir a otro doctor dentro del MPN. Durante este proceso, le requerirán continuar el tratamiento con su médico que trata o con un médico de su opción dentro del MPN.

Después que usted reciba la segunda opinión, si todavía no esta de acuerdo con el diagnóstico o el tratamiento, usted puede buscar una **tercera opinión** de otro proveedor apropiado del MPN. Si usted desea una tercera opinión, usted debe llamar a la persona encargada de su caso y decirle que desea una tercera opinión. El encargado de su caso se cerciorará que usted tenga una lista de los médicos del MPN, donde usted pueda elegir un especialista basado en la clase de lesión que usted tenga. Entonces usted podrá elegir a un doctor de la lista del MPN, hacer una cita en el plazo de 60 días del recibo de la lista de los proveedores del MPN y notificar al encargado de su caso de la fecha de su cita. Si usted no hace una cita en el plazo de 60 días del recibo de la lista de proveedores del MPN, no se le permitirá tener una tercera opinión con respecto al diagnóstico o tratamiento disputado.

Cuando se reciba la notificación de la fecha de su cita, la persona encargada de su caso se pondrá en contacto con el médico seleccionado y le informará de sus responsabilidades y cual es el conflicto, también les dará cualquier expediente médico necesario para su revisión. Si el doctor que usted eligió siente que su lesión o enfermedad está afuera del tipo de tratamiento que el da, el notificará a la persona encargada de su caso y usted recibirá una nueva lista de donde elegir a otro doctor dentro del MPN. Durante este proceso, le requerirán continuar el tratamiento con su médico que trata o con un médico de su opción dentro del MPN.

Si después de la tercera opinión, usted todavía no esta de acuerdo con el diagnóstico o el tratamiento de su proveedor de su enfermedad o lesión, usted puede pedir una **Revisión Médica Independiente** (IMR). La persona encargada de su caso le habrá dado la información sobre la petición de un IMR y la aplicación cuando pidió la tercera opinión.

Un IMR será realizado por un proveedor fuera del MPN que será seleccionado por el Director Administrativo DWC basado en la especialidad del proveedor que lo ha estado tratando y en otra información sometida con la aplicación del IMR. El proveedor será seleccionado para conducir una evaluación independiente acerca de su conflicto.

Si el proveedor del IMR no está de acuerdo con el diagnóstico o tratamiento de su doctor, usted puede recibir el tratamiento de un proveedor del MPN o de un proveedor que no sea miembro del MPN. Si usted elige un proveedor que no sea miembro del MPN, el tratamiento que usted reciba de este proveedor será solamente de acuerdo al diagnóstico recomendado por el proveedor del IMR. Media vez el tratamiento relacionado con su conflicto sea completo, si necesita mas cuidado médico tendrá que usar un proveedor dentro del MPN.

¿Qué hago si tengo preguntas o necesito ayuda?

Usted puede llamar a la persona encargada de su caso o al departamento de MPN de St. Paul Travelers si necesita ayuda o necesita alguna explicación sobre su tratamiento médico con respecto a su lesión o enfermedad relacionada con su trabajo. Usted puede llamar al departamento de MPN de St. Paul Travelers al 1-800-287-9682.

Información de DWC Y Oficial De Ayuda: Si usted tiene preocupaciones, quejas o preguntas con respecto al MPN, el proceso de notificación, o el tratamiento después de una lesión o enfermedad relacionada con su trabajo, usted puede llamar a la información y ayuda Oficial en la división de compensación para trabajadores lesionados al 1-800-736-7401.

Revisión Médica Independiente: Si usted tiene preguntas sobre el Proceso médico independiente, usted puede llamar o comunicarse con la división de la unidad médica de la compensación para trabajadores lesionados:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 o (800) 794-6900

Accesorios: Póliza de Continuidad de Cuidado

Guarde esta información en caso que usted tenga lesión o enfermedad relacionada con su trabajo.

003577

Continuidad del Plan de Atención

St. Paul Travelers ha puesto en marcha una Red Proveedora Médica (MPN por sus siglas en inglés) en California para brindar atención médica en caso de que sus empleados asegurados sufran alguna lesión relacionada con el trabajo. De acuerdo con los términos del Código Laboral 4616.2, si un empleado sufre una lesión y el proveedor tratante termina el contrato de la MPN, el trabajador lesionado puede calificar para seguir tratándose con el proveedor que terminó el contrato bajo ciertas circunstancias.

Esta revisión general proporcionará información sobre la Continuidad del Plan de Atención de MPN de St. Paul Travelers (COCP), además de los derechos y responsabilidades del empleado lesionado, el médico tratante y St. Paul Travelers con respecto a la continuidad de la atención.

St. Paul Travelers ha presentado una copia de su COCP ante el Estado para su aprobación. Según este COCP, St. Paul Travelers es responsable de brindar información sobre su COCP en el momento de la implementación o cuando el empleado se una a la organización. Así también, los empleados recibirán información si son víctimas de una lesión o enfermedad relacionada con el trabajo. Si en algún momento, el empleado desea recibir más información sobre la COCP, el empleado puede comunicarse con su compañía de empleo o la persona encargada de su caso para obtener una copia de esta revisión general.

Si un empleado lesionado tiene una lesión relacionada con el trabajo y está recibiendo tratamiento de un proveedor que ha terminado el contrato de la MNP compañía de empleo, St. Paul Travelers determinará antes que nada si el proveedor ha sido cesado o no debido a razones disciplinarias, fraude o actividad criminal. Si la rescisión de contrato se debió a una de estas causas, St. Paul Travelers aconsejará al trabajador lesionado a buscar atención de otro proveedor de MPN.

En caso de que el proveedor haya sido cesado por otro motivo, St. Paul Travelers se comunicará con el proveedor y el empleado lesionado con el fin de determinar los derechos y responsabilidades para concluir el tratamiento con el proveedor que terminó el contrato. Si el trabajador lesionado presenta las siguientes circunstancias, el trabajador lesionado puede calificar para seguir el tratamiento con el proveedor tratante aunque el proveedor haya terminado el contrato de la MPN en las siguientes condiciones:

a. Una condición aguda. Una "condición aguda" se define como una condición médica que involucra la aparición repentina de síntomas debido a una enfermedad, lesión u otro problema médico que requiera pronta atención médica con una duración no mayor de 30 días. St. Paul Travelers autorizará la culminación del tratamiento para la duración de la condición aguda, sujeta a la cooperación del proveedor como se describe más adelante.
b. Una condición crónica severa. Una "condición crónica severa" se define como una condición médica debida a una enfermedad, problema medico o trastorno médico que sea grave en naturaleza y que persista sin cura completa o empeore durante un periodo de tiempo extendido o que requiera tratamiento continuo para mantener la remisión o evitar el deterioro. Debe brindarse la conclusión del tratamiento durante un periodo de tiempo necesario para llevar a cabo un tratamiento y asegurar una transferencia segura hacia otro proveedor, según lo disponga St. Paul Travelers o el compañia de empleo en consulta con el empleado lesionado y el proveedor que terminó el contrato y que sea de acuerdo con la buena práctica profesional. St. Paul Travelers autorizará la culminación del tratamiento para una condición crónica severa que no sobrepasará los 12 meses a partir de la fecha de culminación del contrato, sujeta a la cooperación del proveedor como se describe más adelante.
c. Una enfermedad terminal. Una "enfermedad terminal" que se define como una condición incurable o irreversible con una alta probabilidad de ocasionar la muerte en un plazo de un año o menos. St. Paul Travelers autorizará la culminación del tratamiento durante el proceso de una enfermedad terminal, sujeta a la cooperación del proveedor como se describe más adelante.
d. La realización de una cirugía u otra intervención que sea autorizada por el asegurador o el compañía de empleo como parte de un tratamiento documentado y que haya sido recomendada y documentada por el proveedor para ocurrir en un plazo de 180 días a partir de la fecha efectiva de cobertura de MPN. St. Paul Travelers garantizará el tratamiento continuo descrito en este párrafo, sujeto a la cooperación del proveedor como se describe más adelante.

En caso de que el empleado lesionado califique en una de las condiciones de tratamiento antes mencionadas y solicite seguir tratándose con el proveedor que terminó el contrato, St. Paul Travelers se comunicará con el proveedor para garantizar la voluntad y capacidad del proveedor y continuar con el tratamiento. Si el proveedor no desea o no puede seguir el tratamiento para el trabajador lesionado, St. Paul Travelers aconsejará al trabajador lesionado a buscar tratamiento de otro proveedor perteneciente a la MPN. En tales circunstancias, St. Paul Travelers no estará obligado a autorizar servicios continuos más allá de la fecha de culminación del contrato, y comunicará el cronograma con el que estarán autorizados a seguir el tratamiento con el proveedor que terminó el contrato.

Cuando el empleado lesionado haya seleccionado seguir el tratamiento con el proveedor que terminó el contrato y el proveedor haya acordado continuar con el tratamiento, St. Paul Travelers será responsable del pago de la conclusión del tratamiento médicamente necesario. St. Paul Travelers no se hará cargo del tratamiento sin autorización.

Si el empleado lesionado escoge no continuar con el proveedor que terminó el contrato, se le informará como escoger un proveedor perteneciente a la MPN.

ACUSE DE RECIBO DE LA INFORMACIÓN DE LA MPN

Yo admito haber recibido información relacionada con la utilización por parte de mi empleador de una Red Proveedora Médica para reclamos de Indemnizaciones a los Trabajadores. La información que se me ha brindado incluye:

1. Una carta que describe la MPN; y

2. Una copia de la Continuidad del Plan de Atención

_____

Nombre del Empleado (escribir con letra imprenta)

_____ _____

Firma del Empleado Fecha Actual

Empleador: sírvase incluir en el archivo del personal del empleado
Employer: Please place in Employee's Personnel file

Prompt reporting of work-related injuries and illnesses and the use of Medical Network Providers contracted for St. Paul Travelers nationwide can lower Workers Compensation claim costs!

Whenever an Employee suffers a work-related injury or illness, the Employer should:

1. Seek appropriate medical care for the Employee.
2. If the injury or illness is acute, the Employer should always send the Employee to the nearest hospital emergency department.
3. If the injury or illness is not acute, the Employer may suggest that the Employee seek treatment from the nearest Medical Network Provider. Medical Network Providers understand work-related illnesses and injuries, are credentialed to help assure quality care, and cooperate to achieve a medically appropriate return to work for the Employee. Medical Network Providers (hospitals, initial care clinics, specialists, testing, therapy, etc.) are available in all 50 States and the District of Columbia. Even before an illness or injury occurs, it may be helpful for the Employer to build a relationship with a convenient Medical Network Clinic or Hospital that will provide initial treatment for ill or injured Employees.
4. The Employee's Supervisor should gather pertinent facts about the work-related illness or injury and may use the Worksheet For Workers' Compensation Telephone Reporting provided by St. Paul Travelers as a guide.
5. As soon as possible, the Employer should report all work-related illnesses or injuries to St. Paul Travelers by dialing our toll free number, **1-800-832-7839**. If needed at that time, St. Paul Travelers Customer Service Representative can provide the name of a convenient Medical Network Provider. Prompt reporting of work-related illnesses and injuries is key in helping to reduce claim costs. At the conclusion of the phone call, the St. Paul Travelers Customer Service Representative will provide a claim number that should be retained for the Employer's reference and also provided to the ill or injured Employee.

The card below contains information that may be helpful in reporting work-related illnesses and injuries to St. Paul Travelers and should be kept in a convenient location for use by the Employer when needed.

ST PAUL TRAVELERS WC Claim Reporting

- Please report work-related injuries promptly to St. Paul Travelers: **1-800-832-7839.**
- Learn about all of St. Paul Travelers' Claim Services (including Medical Network Providers) on St. Paul Travelers website. Log on to www.stpaultravelers.com.
- To get to Claim Services on St. Paul Travelers' website, select Business Insurance from the home page. Then choose Workers' Compensation & Managed Care Claim Management from the menu of services in the left margin. Finally, click on Preferred Provider Network to search for a Medical Network Provider near you.

WORKERS' COMPENSATION TELEPHONE REPORTING WORKSHEET

THINGS TO REMEMBER WHEN COMPLETING THE INFORMATION BELOW:
Call the Telephone Reporting Center to quickly and easily report all Workers' Compensation injuries. We will be asking you the following questions, so please have the information handy. We will produce and submit the necessary state forms.

DO NOT DELAY IN CALLING IF YOU DO NOT HAVE ANSWERS TO ALL THE QUESTIONS.

ACCOUNT/ACCIDENT INFORMATION

CALLER'S PHONE NUMBER/EXTENSION	CALLER'S TITLE	CALLER'S NAME	REPORTING STATE
( )			

SUBSIDIARY NAME	SUBSIDIARY'S ADDRESS (STREET, CITY, STATE & ZIP)	SUBSIDIARY'S MAILING ADDRESS (STREET, CITY, STATE & ZIP)
		☐ SAME

DID THE ACCIDENT OCCUR AT THE LOCATION ADDRESS?

☐ YES ☐ NO IF NO, ADDRESS WHERE ACCIDENT OCCURRED

PARENT COMPANY/INSURED'S NAME

LOCATION CODE	POLICY SYMBOL AND NUMBER	NATURE OF BUSINESS

DATE OF INJURY	TIME OF INJURY

ACCIDENT DESCRIPTION

EMPLOYEE INFORMATION

INJURED EMPLOYEE'S SOCIAL SECURITY NUMBER	EMPLOYEE'S NAME (FIRST, MI, LAST)	GENDER
		☐ MALE ☐ FEMALE

DATE OF BIRTH	EMPLOYEE'S MAILING ADDRESS

EMPLOYEE'S HOME PHONE NUMBER	EMPLOYEE'S HOME ADDRESS (IF DIFFERENT FROM MAILING)
( )	

EMPLOYEE JOB INFORMATION

EMPLOYMENT STATUS CODE	INJURED WORKER TYPE	REGULAR OCCUPATION
☐ FULL-TIME ☐ PART-TIME ☐ OTHER _____		

OCCUPATION WHEN INJURED

EMPLOYEE'S WORK SCHEDULE

REGULAR WORK HOURS HOURS/DAY DAYS/WEEK

EMPLOYEE'S WAGE INFORMATION

$_____/HOUR OR $_____/ANNUAL OR $_____/WEEKLY OVERTIME: $_____ ADDITIONAL BENEFITS: $_____

DATE OF HIRE OR LENGTH OF EMPLOYMENT

SUPERVISOR'S NAME	SUPERVISOR'S PHONE NUMBER	BEST HOURS TO CONTACT
	( )	

ACCIDENT INFORMATION

DATE CLAIM REPORTED TO EMPLOYER?	DID EMPLOYEE LOSE ANY TIME FROM WORK?	IS THE EMPLOYEE BACK AT WORK?
	☐ YES ☐ NO	☐ YES ☐ NO IF YES, DATE RETURNED TO WORK?

RETURN TO WORK STATUS	DATE EMPLOYEE LAST WORKED	WAS INJURY FATAL? IF YES, DATE OF DEATH
☐ LIGHT ☐ MODIFIED ☐ REGULAR		☐ YES ☐ NO

CAUSE OF ACCIDENT (E G , SLIP/FALL, LIFTING, CHEMICAL)

EQUIPMENT, MATERIAL OR SUBSTANCE INVOLVED

DO YOU QUESTION THE VALIDITY OF THE CLAIM?

☐ YES ☐ NO

WITNESS INFORMATION/OTHERS INVOLVED

NAME (FIRST, MI, LAST)	ADDRESS	PHONE NUMBER

CONTINUED ON REVERSE SIDE

INJURY INFORMATION

PART OF BODY INJURED (E.G., HEAD, NECK, ARM, LEG)

NATURE OF INJURY (E.G., FRACTURE, SPRAIN, LACERATION

PRIOR INJURY OR PRE-EXISTING CONDITION(S) (IF YES, DESCRIBE)

☐ YES ☐ NO

TREATMENT ("X" ALL THAT APPLY)

☐ FIRST AID —	TREATMENT AND DATE OF 1st TREATMENT
☐ HOSPITAL/ CLINIC —	NAME, ADDRESS, PHONE NUMBER, PHYSICIAN NAME, TREATMENT, DATE OF 1st TREATMENT, LENGTH OF STAY AMBULANCE USED? WAS EMPLOYEE TREATED IN AN EMERGENCY ROOM? ☐ YES ☐ NO WAS EMPLOYEE HOSPITALIZED OVERNIGHT AS AN IN-PATENT? ☐ YES ☐ NO
☐ PHYSICIAN —	

SEE WORKERS' COMPENSATION - FIRST REPORT OF INJURY - STATE SPECIFIC QUESTIONS FOR YOUR INDIVIDUAL STATE.

CUSTOMER SPECIFIC INFORMATION

ADDITIONAL COMMENTS & INFORMATION

WORKER'S COMPENSATION – FIRST REPORT OF INJURY – STATE SPECIFIC QUESTIONS

Alabama
Employee's county:
Return To Work (Y/N):
At What Occupation:
At What Wage:
Employer's ID (U.C. Account) Number:
Specific Product(s) does the business produce:

Alaska
No additional state questions

Arkansas
No additional state questions

Arizona
Last date of work after injury:
Number of days per week company usually works:
Department number:
If validity of claim is doubted, state reason:
Has injured been employed for more than 12 months?
Was employee on overtime when injured?

California
State Unemployment Insurance Account Number:
Date employee was provided claim form:

Colorado
Employer Federal ID#:
Employee's length of experience at this assignment:
Returned to work:
If NO, estimated date of return:
Does employee Receive Room Benefits (Y/N)?
Will Room Benefits continue during disability (Y/N)?

Connecticut
No additional state questions

Delaware
Employer's UC Reporting Number:
Employee's county:
If employee has returned to work?
If yes, at same wage (Y/N):

District of Columbia
Employer's ID #:
Returned to work (Y/N)
At what time?
At what wage:
Per (i.e. day, week, month)
Was injured hired in DC?
Was Employee in his/her regular occupation when injured?
Was injured given Form #7 DCWC?
Piece or time worker (Piece, Time or Blank):

Florida
No additional state questions

Georgia
Wage rate at time of injury:
Do you have a Managed Care Organization (MCO) contract Y/N (if unknown select N):
First day employee failed to work a full day:
Did Employee work the next day (Y/N)?
Return to work wage:
Return to work wage is per (i.e. day, week, month):

Hawaii
Was employee furnished meals or lodging?

Iowa
No additional state questions

Idaho
No additional State Questions

Illinois
Has the injured worker signed a medical authorization?
If yes, inform them to please fax the signed medical authorization to the med auth customer service specialist at 1-877-786-5567.

Indiana
No additional state questions

Kansas
SIC Number:
If worker was admitted to hospital (Y/N)?
If yes, date of admission
Emergency room only (Y/N)?
Returned to work (Y/N)?
If yes, light duty (Y/N)?
Is further medical aid needed (Y/N)?
If compensation is now being paid (Y/N)?
If yes, date of initial payment:
Fatal:
If yes, name and address of dependents:

Kentucky
No additional state questions

Louisiana
Employer's Federal ID#
Employer's UI Reporting #
Returned to Work
If yes, at same wage
Last full day paid
If occupational disease, date of initial diagnosis
Parrish of injury

Maine
State Employer's Unemployment Insurance Account Number (UIAN):
Federal Employer Insurance Number (FEIN):

Maryland
No additional state questions

Massachusetts
Federal ID'#:
Returned to work:
Did employee return to his/her regular occupation (Y/N)?
Describe nature of business or article manufactured: S (Service), W (Wholesale), R (Retail), M (Manufacturing):
Date reported as work related:

Michigan
Federal ID Number:

Minnesota
Date Employer notified of lost time:
NAICS Code:

Mississippi
No additional state questions

Missouri
No additional state questions

Montana
No additional state questions

Nebraska
No additional State Questions

Nevada
How long employed by you in Nevada (years, months):
If validity of claim is doubted, state reason:

003581

WORKER'S COMPENSATION – FIRST REPORT OF INJURY – STATE SPECIFIC QUESTIONS

New Hampshire
- Federal ID #:
- Was the Employee injured in his/her regular occupation (Y/N):
- Was injured hired in New Hampshire?
- Time disability began:
- Number of full time employees?
- Number of Part time employees?
- If leased or temporary worker, client's business name:
- Was accident caused by injured's failure to use or observe safety regulation?
- Probable length of disability
- Returned to work:
- At what occupation:
- Returned at full duty
- Returned at alternative/light duty:
- Initial treatment: (Check those that apply)
- No medical treatment:
- Care provided by employer only (on site):
- Emergency care:
- Hospitalized:
- Other:
- Outpatient:
- Clinic:
- Office Visit:
- Other Explain:
- Managed care program (Y/N)?
- If yes, name provider:
- Is there a written safety program in force? (Y/N):
- Is there an active safety committee? (Y/N):
- Employee's legal first name (Please validate):

New Jersey
- No additional state questions

New Mexico
- No additional state questions

New York
- Did you provide medical care
- If yes, when
- Returned to work (Y/N)
- If yes, at what weekly wage
- Injured workers work week
- Fatal
- If yes, name and address of nearest relative
- Relationship

North Carolina
- Regular wages per day
- Average weekly wages w/overtime
- Return to work
- If yes, at what time
- If yes, what date
- Return to work at what wage
- Per (i.e. day, week, month)
- Return to work at what occupation

North Dakota
- No additional state questions

Ohio
- Time accident reported to employer
- Has employee ever filed a previous application for this injury?
- Has employee filed any other claims with the Bureau of Industrial Commission? (if yes, specify claim number and body parts)
- Employee's county
- Employer's Risk #

Oklahoma
- Was employment agreement made in Oklahoma?
- SIC Number
- Type of Ownership: (P) Private, (S) State Government, (C) County Government, (L) Local Government

Oregon
- Hospitalized Overnight as InPatient (If emergency room only, answer N)
- Did injury occur during the course of employment?
- Was accident caused by failure of machinery or product?
- Did someone (not worker) cause accident?
- Time worker left work
- State of Hire
- Is Worker Premium Exempt (Preferred Worker)?

Pennsylvania
- Employee's County
- Bureau Code
- Employer's county
- NAICS Code

Rhode Island
- Federal ID, #
- Full Day Lost From Work
- Unemployment Insurance number
- Was This Injury Previously an Incident - Only No Medical Treatment And No Lost Time?
- If Yes, Date Employer Notified of Medical Treatment or Lost Time:
- Category of Injury or Illness:
- Illness, Occupational Disease: Repetitive Trauma: Occupational Hearing Loss or Unknown

South Dakota
- Federal ID Number
- SIC Code Number
- Number of, employees
- Body part injured (2 digits)
- Cause of injury (2 digits)
- Nature of injury (2 digits)
- NAIC Code
- Was Employee Hired for Temporary Employment?
- Carrier Code

South Carolina
- No additional state questions

Tennessee
- No additional state questions

Texas
- No additional state questions

Vermont
- Federal ID Number
- Was employee hired in Vermont?
- Does the employer regularly employ 10 or more employees?
- Return to Work
- If Yes, At What Weekly Wage
- Was Injured Paid in Full for Date Disability began (Y/N):
- Was Employee Injured at his/her Regular Occupation (Y/N):
- Fatal
- If Yes, Name, Address and Relationship of Nearest Relative
- Late Date Paid In Full

Virginia
- Return to Work
- If Yes, At What Wage
- Federal Tax ID Number

Washington
- No additional state questions

West Virginia
- No additional state questions

Wisconsin
- No additional state questions

Wyoming
- No additional state questions

U.S. Longshoreman (USDOL)
- No additional state questions

ST PAUL TRAVELERS

PRIVACY NOTICE

THE TRAVELERS INSURANCE COMPANIES PRIVACY POLICY

Thank you for selecting THE TRAVELERS INSURANCE COMPANIES as your workers compensation insurer. At THE TRAVELERS INSURANCE COMPANIES a subsidiary of St. Paul Travelers, we recognize that privacy is important to you. That is why we are committed to protecting your privacy through the adoption of the following privacy principles:

Collection Of Information

We collect, retain, and use information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business. We collect nonpublic personal financial information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, from the following sources:

- information we receive from you or through your agent or broker on applications or other forms;
- information we receive from or about you in the process of adjusting claims;
- information about your other transactions, including risk control and other consulting services, with us, our affiliates or other third parties;
- information about your coverages and loss activity with other carriers; and
- information we receive from a consumer reporting agency.

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name, address, and social security number; financial information such as income, payment history, or credit history; and, under certain circumstances, health information such as information about an illness, disability, or injury. It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent. However, in some circumstances we may disclose information to others without your prior authorization. The most common disclosures are to the following persons:

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business;
- other government authorities;
- our agents and brokers as necessary to conduct our business;
- organizations that perform underwriting and claims investigations;
- another insurance company to which you have applied for a policy or submitted a claim;
- insurance support agencies, law enforcement agencies and our reinsurers; and
- any other third party, as permitted or required by law.

Most importantly, THE TRAVELERS INSURANCE COMPANIES **does not and will not disclose or sell nonpublic personal information** about you, or about participants, beneficiaries or claimants under your workers compensation coverage, **to anyone for marketing purposes.**

Confidentiality And Security

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

Disclosure and Protection of Former Customers' Information

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

Changes In Privacy Policy

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION

For information about how St. Paul Travelers compensates independent agents and brokers, please visit www.StPaulTravelers.com, or you may request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183; Fax (860) 954-5987.

IMPORTANT NOTICE

NOTIFICATION OF PENDING CHANGES FOREIGN TERRORISM/TRIA

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002 (TRIA), this policy includes disclosure of the rate or premium charged for exposure to "insured loss" as defined under TRIA. TRIA is set to expire as of 12/31/05. If TRIA expires and is not extended or reenacted, the rate or premium disclosed for exposure to "insured loss" shall instead be applicable to exposure to loss caused by "act(s) of foreign terrorism", defined as follows:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage provided for loss caused by an "act of foreign terrorism" shall be subject to all of the terms, definitions, exclusions and conditions of the applicable policy, and any applicable federal and/or state laws, rules or regulations.

IMPORTANT
Policy Audit Information

Dear Policyholder:

This policy is issued with an estimated premium based upon information provided through your Producer. This premium is subject to adjustment at the end of the policy period. At that time, you may receive a request for information in the mail or a premium auditor may contact you to review the necessary records. The information developed is needed to determine the final earned premium for this policy.

Record Maintenance

In order to facilitate audit service, it is necessary to maintain proper records and have them available at the proper time. Based on the nature of your business, some of the following data will be necessary to complete the audit:

1. General Ledger, Financial Statements
2. Payroll Records, Time Books, State Unemployment Returns, FICA Returns, Individual Earnings Records-Monthly totals separated by type of work and overtime.
3. Cash Receipts, Sales Journal
4. Cash Disbursements Journal - Including subcontractors. casual labor and material costs.
5. Certificates of Insurance

IMPORTANT COVERAGE NOTE:

If you utilize subcontractors whose legal status is that of sole proprietor/partner, we may charge premium for these persons as provided under Part 5 of the policy contract even though certificates of insurance may exist. Please contact your producer if you have any questions regarding your Workers' Compensation coverage needs.

Work in Other States

Please advise your Producer if employees are hired for work in states other than those listed in Item 3. of your policy. This will enable your producer to consider your need for coverage in accordance with state laws.

We appreciate the opportunity to serve you. If you have any questions about the enclosed policy or any insurance matters please contact your producer or your Company representative.

ST PAUL TRAVELERS

ALASKA

NOTICE TO INSURED

Dear Policyholder:

This is to notify you that your Workers' Compensation and Employers Liability policy does not provide Other States Coverage for the State of Alaska.

If you have operations or start up an operation in Alaska, and it is not listed in Item 3A of the Information Page, you or your agent must notify us and request that this state be covered under your policy.

With receipt of your request for coverage, we will extend the policy to include this state.

Your Agent can provide you with necessary information and will assist you in obtaining coverage for this state.

POLICYHOLDER NOTICE

YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. INFORMATION AVAILABLE TO YOU

A. Information Available from Us The St. Paul Travelers Companies

(1) General questions regarding your policy should be directed to:

THE ST. PAUL TRAVELERS
P.O. Box 6512
21688 Gateway Center Drive
Diamond Bar, CA 91765
Phone: 1-909-612-3609
Fax: 1-909-612-3629

(2) **DIVIDEND CALCULATION.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

(3) **CLAIMS INFORMATION.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

(1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). Contact information for the WCIRB is: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: http://www.wcirbonline.org. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.

(2) **POLICYHOLDER INFORMATION.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.

II. DISPUTE PROCESS

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance,

you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

THE ST. PAUL TRAVELERS	**THE ST. PAUL TRAVELERS**
11090 White Rock Road	P.O. Box 6512
Rancho Cordova, CA 95670-6001	21688 Gateway Center Drive
	Diamond Bar, CA 91765
Phone: 1-800-538-4587	Phone: 1-909-612-3609
Fax: 1-877-749-0077	Fax: 1-909-612-3629

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

B. Disputing the Actions of the WCIRB. If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272.

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

C. California Department of Insurance - Appeals to the Insurance Commissioner. If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no

written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. RESOURCES AVAILABLE TO YOU IN OBTAINING INFORMATION AND PURSUING DISPUTES

A. **Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-777-0777 and by fax at 415-778-7007.

B. **California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or http://www.insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per $100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.

© 2002 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
   (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
   (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

© 2002 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

ST PAUL TRAVELERS

NOTICE REQUIRED BY LAW – CALIFORNIA

Since our offer to renew your coverage reflects a premium rate increase of 25 percent or more in your governing classification, California law (Insurance Code section 11664) requires us to send you a "notice of nonrenewal", even though we do intend to renew your policy. This constitutes the required notice. For purposes of this Notice, premium rate means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

Insured _____ Date of Notice _____

Policy No _____ Policy Period _____

POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA) Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

ST PAUL TRAVELERS

Your Workers' Compensation Benefits

- **How Do I Report My Workers' Compensation Injury?**
- **What Are My Workers' Compensation Benefits?**
- **How Do I Obtain Them?**

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job, or are a victim of a workplace crime. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as a hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the same motion over and over).

BENEFITS. Workers' compensation benefits include:

Medical Care: Doctor visits, hospital services, physical therapy, lab tests, x-rays, and medicines that are reasonably necessary to treat your injury. You should never see a bill.

Physical Therapy, Occupational Therapy and Chiropractic visits are limited to 24 each.

Temporary Disability Benefits: Payments if you lose wages while recovering.

Permanent Disability Benefits: Payments if your injury causes a permanent disability.

Supplemental Job Displacement Vouchers: If your injury occurs on or after January 1, 2004, you may receive payments if your injury results in permanent disability and your employer is unable to accommodate your new restrictions. The amount is dependent upon you level of disability. If your injury occurred prior to January 1, 2004, you may be eligible for vocational benefits.

Death Benefits: Paid to dependents of a worker who dies from a work-related injury or illness.

Benefits such as temporary, permanent, vocational rehabilitation and death benefits are all payable at a rate based on 2/3 of your average weekly wage, and subject to state minimum and maximum amounts in effect on your date of injury. These benefits are paid every two weeks while you are eligible. For most injuries after April 18, 2004, temporary disability benefits are limited to two years.

If You Get Hurt:

Get Medical Care. If you need first aid, contact your employer. If you need emergency care, call for help immediately.

Report Your Injury. Report the injury immediately to your supervisor. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury, and must also authorize treatment within one working day after you have returned a signed and completed copy of the form. The statute of limitations for filing a workers' compensation claim is one year from the date of injury or, if resulting from repeated exposures, one year from when you realized or should have realized that your job caused it.

See Your Treating Physician. This is the doctor with overall responsibility for treating your injury or illness. If you named your personal physician before injury you may see him or her for treatment. Otherwise, your employer has the right to select the physician who will treat you for the first 30 days. Your personal physician must have treated you and maintained your medical history and records before your work injury. If you wish to change doctors in the first 30 days, your claims administrator must select a new physician within five days of your request. (But if you gave your employer the name of your personal chiropractor or acupuncturist in writing before you were injured, you may switch to the chiropractor or acupuncturist upon request.) If you still need medical care after 30 days, you may be able to switch to a doctor of your own choice. If your employer has an approved medical provider network or HCO, they may be able to limit your choices of treating physicians and have longer medical control. See your employer for more information on your network or HCO.

Discrimination: It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. You may also have additional rights under the Americans with Disabilities Act (ADA) or the Federal Employment and Housing Act (FEHA). For additional information, contact FEHA at (800) 884-1684 or the Equal Employment Opportunity Commission (EEOC) at (800) 669-3362. You can get free information from a state Division of Workers' Compensation Information & Assistance Officer. Hear recorded information and a list of local offices by calling toll-free **(800) 736-7401**.

Learn more online: **http://www.dir.ca.gov**. Link to Workers' Compensation.

For your convenience, the reverse side of this page contains an optional form that you can use to predesignate your personal physician and give to your employer.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

W04NEK04

003592

You have the right to designate your treating physician in the event you injure yourself on the job if you inform your employer in writing before you are injured. Your predesignated physician is your personal physician or chiropractor who has treated you prior to your injury, maintains your medical history and records, and agrees to treat you for any on-the-job injuries.

If your predesignated physician is a chiropractor or acupuncturist, your employer still retains medical control for the first visit. Failure to predesignate a physician gives your employer medical control for the first thirty* days after knowledge of injury.

**If you belong to an approved medical provider network or HCO, your employer may retain medical control for longer periods. Contact your employer for more information about your ability to predisignate.*

Employee: _____
(please print)

Street: _____

City: _____ State: _____ Zip: _____

Phone: (_____)_____

X _____
(your signature)

Physician Name: _____
(please print)

Street: _____

City: _____ State: _____ Zip: _____

Phone: (_____)_____

_____
(physician signature)

Date received by employer: _____

If medical care is not being provided by your employer you have several options. First, contact your claims administrator to find out the status of your claim. If you have given your employer a completed and signed claim form but your claim has been delayed for investigation, your employer is still required to authorize treatment, up to $10,000.00, during the delay. If the claim hasn't been accepted yet and your medical costs have exceeded the statutory $10,000.00 cap, you can go to your group health plan for care, find a doctor, clinic or hospital that will bill the claims administrator directly, or use public health services.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it.

You can obtain free information from an Information and Assistance Officer of the state Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at **http://www.dir.ca.gov**.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee may be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at **http://www.californiaspecialist.org**.

You may get a list of attorneys from your local information and assistance officer or look in your yellow pages.

This form complies with Labor Code requirements §3551, §3553, and Administrative Rule §9880, and has been approved by the Administrative Director of the Division of Workers' Compensation.

06/04

W04NEK04

ST PAUL TRAVELERS

Sus Beneficios del Seguro de Compensación al Trabajador

- **¿Cómo hago para reportar una lesión cubierta por mi Seguro de Compensación al Trabajador?**
- **¿Cuáles son los beneficios que ofrece mi Seguro de Compensación al Trabajador?**
- **¿Cómo hago para obtenerlos?**

Es posible que usted tenga derecho a recibir beneficios del seguro de compensación al trabajador si usted se lesiona o se enferma en el trabajo, o si es victima de un crimen en el lugar de trabajo. El Seguro de Compensación al Trabajador cubre la mayoría de las lesiones y enfermedades fisicas o mentales relacionadas con el trabajo. Una lesión o enfermedad puede ser ocasionada por un accidente (tal como lastimarse la espalda durante una caida) o por haber estado expuesto(a) a algo en repetidas ocasiones (como por ejemplo, lastimarse la muñeca al realizar el mismo movimiento una y otra vez).

Beneficios. Los beneficios del seguro de compensación al trabajador incluyen:

Atención Médica: Visitas al doctor, servicios hospitalarios, terapia física, análisis de laboratorio, radiografías y medicamentos que sean razonablemente necesarios para tratar su lesión. Usted jamás deberá ver una factura.

La Terapia Física, Terapia Ocupacional y las visitas al Quiropráctico se limitan a 24 visitas cada una.

Beneficios por Incapacidad Temporal: Pagos por la pérdida del sueldo durante el período de recuperación.

Beneficios por Incapacidad Permanente: Los pagos que usted recibe si su lesión le ocasiona una incapacidad permanente.

Cupones Suplementarios por Sustitución del Empleo: Si su lesión ocurre el 1° de enero del 2004, o con posterioridad a dicha fecha, usted podrá recibir pagos si la misma le produce una incapacidad permanente y si su empleador no puede ofrecer trabajo bajo sus nuevas restricciones. El monto depende de su nivel de incapacidad. Si su lesión ocurrió antes del 1° de enero del año 2004, usted podrá ser elegible para recibir beneficios de rehabilitación vocacionales.

Beneficios por muerte: Se pagan a los dependientes de un trabajador que muere a causa de una lesión o enfermedad relacionada con el trabajo.

Los beneficios tales como la rehabilitación vocacional temporaria o permanente y los beneficios por muerte se pagan de acuerdo a una tarifa basada en los 2/3 de su salario semanal promedio y están sujetos a los montos mínimos y máximos del estado vigentes en la fecha de su lesión. Estos beneficios se pagan cada dos semanas mientras que usted sea elegible. Para la mayoría de las lesiones posteriores al 18 de abril del 2004, los beneficios por incapacidad temporaria están limitados a dos años.

Si usted se lastima:
Obtenga Atención Médica. Si usted necesita primeros auxilios, comuníquese con su empleador. Si usted necesita atención de emergencia, solicite ayuda de inmediato.

Reporte Su Lesión. Infórmele de inmediato a su supervisor acerca de la lesión. No se demore. Existen límites de tiempo. Si usted espera demasiado, es posible que pierda su derecho a recibir beneficios. Su empleador debe darle a usted un formulario de reclamo dentro de un día hábil de haberse enterado de su lesión y también debe autorizar su tratamiento dentro de un día hábil de que usted le haya devuelto la copia del formulario completada y firmada. La fecha límite para la presentación de reclamos por beneficios de compensación al trabajador es de un año contado a partir de la fecha de la lesión o, si fuera como resultado de haber estado expuesto a actividades repetidas, la fecha límite es de un año contado a partir del momento en el que usted se enteró o debió haberse enterado de que su trabajo le produjo dicha lesión.

Consulte a su Médico. Este es el medico cuya responsabilidad general es la de tratar su lesión o enfermedad. Si usted designó a su médico familiar antes de la lesión, usted podrá consultar con el médico para recibir tratamiento. De lo contrario, su empleador tiene derecho de seleccionar el medico que la tratará durante los primeros 30 días. Su médico familiar deberá haberle tratado y mantenido su historial médico y sus expedientes antes de haberse lesionado en el trabajo. Si usted desea cambiar de médico durante los primeros 30 días, su administrador de reclamos deberá seleccionar a otro médico dentro de los cinco días contado a partir de la fecha que usted solicitara dicho cambio. (Pero si usted le proporcionó por escrito a su empleador el nombre de su quiropráctico o acupunturista particular antes de resultar lesionado, usted podrá cambiar a dicho quiropráctico o acupunturista si usted así lo solicita.) Si usted aún necesita atención médica al cabo de 30 días, usted podrá cambiar a un médico de su elección. Si su empleador cuenta con una red de proveedores médicos aprobada o HCO, es posible que le limiten sus opciones en cuanto a los médicos que proporcionen el tratamiento y que tengan el control médico durante más tiempo. Consulte con su empleador para obtener más información acerca de su red o HCO.

Discriminación: Es ilegal que su empleador le castigue o despida por haber sufrido una lesión o enfermedad relacionada con su trabajo, por presentar un reclamo, o por atestiguar en el caso de compensación al tabajador de otra persona. Bajo la Ley de Americanos con Incapacidades (ADA, por sus siglas en inglés) o la Ley Federal de Empleo y Vivienda (FEHA, por sus siglas en inglés) es posible que usted también tenga otros derechos. Para obtener más información, comuníquese con FEHA llamando al (800) 884-1684 o con la Comisión de Oportunidad Igualitaria en el Trabajo (EEOC, por sus siglas en inglés) llamando al (800) 669-3362. Usted puede obtener información gratuita de la División estatal en la Oficina de Información y Asistencia del Seguro de Compensación al Trabajador. Obtenga información grabada y una lista de las oficinas locales llamando de forma gratuita al **(800) 736-7401.**

Obtenga más información en el Internet: **http://www.dir.ca.gov**. Link a Compensación para el Trabajador.

Para su conveniencia, el anverso de esta página contiene un formulario opcional que usted puede utilizar para designar por adelantado a su médico personal y dárselo a su empleador.

Toda persona que efectúe o que cause que se efectúe a sabiendas, una declaración falsa o fraudulenta de un hecho fundamental con el propósito de obtener o de negar pagos o beneficios del seguro de compensación al trabajador es culpable de un delito mayor.

W04NFK04

003593

Usted puede tener el derecho de designar al medico que le ha de tratar en caso que usted se lastime en el trabajo, si se lo solicita a su empleador por escrito antes de resultar lesionado. El médico que usted designe por adelantado será el medico o quiropráctico privado quien le ha estado tratando antes de su lesión, quien tiene su historia clínica y expedientes y que está de acuerdo en tratarle en caso que usted sufra una lesión en el trabajo.

Si su medico designado por adelantado es un quiropráctico o acupunturista, su empleador aún retiene el control médico de la primera visita. El no designar a un medico por adelantado le otorga a su empleador el control medico durante los primeros treinta* días después de haber tomado conocimiento de su lesión.

* *Si usted es miembro de una red de proveedores médicos aprobados o HCO, su empleador podrá conservar el control medico durante mástiempo. Comuníquese con su empleador para obtener mayor información acerca del modo de designar al médico por adelantado.*

Empleado(a): _____
(Por favor, escriba en letra de imprenta)

Calle: _____

Ciudad: _____ Estado: _____ Zona Postal: _____

Teléfono: (____)_____

x _____
(Su firma)

Nombre del médico: _____
(Por favor, escriba en letra de imprenta)

Calle: _____

Ciudad: _____ Estado: _____ Zona Postal: _____

Teléfono: (____)_____

_____
(Firma del médico)

Fecha recibido por el empleador: _____

Si su empleador no le está proporcionando atención médica, usted tiene varias opciones. La primera es comunicarse con su administrador de reclamos para averiguar cual es el estado de su reclamo. Si usted le ha entregado un formulario de reclamo completo y firmado a su empleador, pero su reclamo ha sido demorado debido a una investigación, su empleador aún deberá autorizar el tratamiento hasta los $10,000.00 durante la demora. Si su reclamo aún no ha sido aceptado y sus gastos médicos han excedido los $10,000.00 dispuestos por ley, usted podrá dirigirse a su plan de salud de grupo para recibir atención, deberá encontrar un doctor, clínica u hospital que le facture directamente al administrador de reclamos o bien utilizar servicios de salud pública.

Usted tiene derecho a no estar de acuerdo con las decisiones que afectan a su reclamo. Si usted está en desacuerdo, comuníquese primero con el administrador de reclamos para ver si puede resolverlo.

Usted puede obtener información gratuita en la División estatal de la Oficina de Información y Asistencia del Seguro de Compensación al Trabajador o usted puede escuchar información grabada así como una lista de oficinas locales, llamando al **(880) 736-7401**. Usted también podrá dirigirse al sitio en el Internet de DWC: **http://www.dir.ca.gov**.

Usted puede consultar con un abogado. La mayoría de los abogados ofrecen una consulta gratuita. Si usted decide contratar a un abogado, sus honorarios podrán descontarse de algunos de sus beneficios. Para obtener nombres de abogados que se especializan en Compensación para el Trabajador, llame a la Barra del Estado de California al (415) 538-2120 o diríjase a su sitio en el Internet: **http://www.californiaspecialist.org**.

Usted podrá obtener una lista de abogados de su funcionario de información y asistencia local o buscando en las páginas amarillas.

Este formulario cumple con los requisitos del artículo 3551 y 3553 del Código de Trabajo y con el Reglamento Administrativo, en su artículo 9880 y ha sido aprobado por el Director Administrativo de la División de Compensación al Trabajador.

07/04

W04NFK04

STATE OF CALIFORNIA

IMPORTANT LOSS CONTROL INFORMATION

The Loss Control Services outlined in the enclosed Safety Services notice are available at no additional cost to you.

Workers' Compensation insurance policyholders may register comments about the insurer's loss control consultation services by writing to: State of California, Department of Industrial Relations, Division of Occupational Safety and Health, P.O. Box 420603, San Francisco, CA 94142.

ST PAUL TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER: (TC2NUB-121D320-6-06)

To Our Workers' Compensation Policyholders:

California Workers' Compensation Notice To Employees

The enclosed Notice(s) To Employees have been prepared in compliance with Section 3550 of the California Labor Code. You are required by law to post these Notices in a conspicuous location or locations, in and about your place of business.

You must complete the items labeled Doctor, Hospital, Ambulance, and Fire.

You must complete the address and telephone number of the nearest Travelers claim office.

In addition, you must complete the telephone number of an information and Assistance Officer at one of the California Workers' Compensation Appeals Board District Offices.

To assist you we are attached a listing of our Travelers Claim Offices located in California. We have also included a listing of the California Workers' Compensation Appeals Board District Offices.

You must complete and post both the English and Spanish versions of the Notice to Employees.

Travelers Claim Offices

21688 Gateway Center Drive
Diamond Bar, CA 91765
P.O. Box 6510
Diamond Bar, CA 91765-8510
Phone No.: 909-612-3000
Fax: 909-612-3273

11090 White Rock Road
Rancho Cordova, CA 95670-6001
P.O. Box 13089
Sacramento, CA 95813-4089
Phone No.: 1-800-538-4587
Fax: 1-877-749-0077

215 Lennon Lane
Walnut Creek, CA 94598-2420
P.O. Box 8112
Walnut Creek, CA 94596-8112
Phone No.: 1-800-842-7354
Fax: 925-935-7916

700 North Central Ave.
Glendale, CA 91203-1249
P.O. Box 29001
Glendale, CA 91209-9001
Phone No.: 818-409-4000
Fax: 818-409-4252

Workers' Compensation Appeals Board – District Offices:

Anaheim	714-738-4038	Salinas	831-443-3058
Bakersfield	661-395-2514	San Bernardino	909-383-4522
Eureka	707-441-5723	San Diego	619-525-4589
Fresno	559-445-5355	San Francisco (District Office)	415-703-5020
Goleta	805-966-9872		
Grover Beach	805-481-3380	San Jose	408-277-1292
Long Beach	562-590-5240	Santa Ana	714-558-4597
Los Angeles	213-576-7389	Santa Monica	310-452-1188
Oakland	510-622-2861	Santa Rosa	707-756-2452
Pomona	909-623-8568	Stockton	209-948-7980
Redding	530-225-2047	Van Nuys	818-901-5374
Riverside	909-782-4347	Ventura	805-654-4701
Sacramento	916-263-2718	Walnut Creek	925-977-8343

INFORMACIÓN SOBRE LA "COMPENSACIÓN DE TRABAJADORES" (WORKERS' COMPENSATION)

Así era antes

A principios del siglo XX, un trabajador que sufría un accidente en el trabajo tenía que llevar a juicio a su patrón para recobrar el salario perdido y los gastos médicos que había a tenido. Los juicios duraban meses, a veces años. Las personas del jurado tenían que decidir quién tenía la culpa y cuánto se tenía que pagar, si era algo, al trabajador. La mayoría de las veces el trabajador no recibía nada. Era un sistema costoso en tiempo y dinero, y frecuentemente también injusto.

Así es ahora

Hoy en día, el sistema de compensación de trabajadores en California proporciona una forma más rápida y mas justa para cuidar de los trabajadores accidentados. Para recobrar el salario perdido y los gastos médicos que se han tenido, no es necesario demostrar quién es el culpable.

Este seguro de accidentes de trabajo lo paga su patrón, y es supervisado por el Estado. Si Usted no puede trabajar, debido a un accidente o enfermedad producidos por su trabajo, la compensación de trabajadores automáticamente le paga sus cuentas médicas y le proporciona dinero para su mantenimiento, hasta que Usted pueda regresar a trabajar.

¿A quién cubre?

Casi todos los trabajadores de California están protegidos por la compensación de trabajadores, pero hay algunas excepciones, como por ejemplo: las personas con negocios propios y las personas que trabajan como voluntarias, sin recibir salario, puede ser que no estén cubiertas. Y los trabajadores marítimos y ferroviarios, así como los trabajadores federales, están cubiertos por leyes similares. Si Usted tiene alguna duda sobre quién califica, por favor, pregunte a su patrón.

¿Que cubre?

Cualquier accidente o enfermedad están cubiertos, si han sido causados por su trabajo, desde lesiones leves hasta accidentes muy graves. La protección es automática e inmediata. No hay un limite en cuanto se tiene que ganar antes de poder calificar. La protección empieza en el momento en que Usted empieza a trabajar.

Que debe de hacer Usted

Si Usted sufre una lesión o accidente, comuníqueselo inmediatamente a su patrón o supervisor. Ellos buscarán atención médica y le darán los formularios para que Usted pueda describir el accidente, cómo, cuando y donde ha sucedido. Rellénelos y devuélvaselos a su patrón o supervisor cuanto antes posible. La rapidez en informar a su patrón o supervisor es esencial para recibir sus beneficios con la mayor rapidez.

Beneficios

La "Ley de Compensación de Trabajadores de California" (California Workers' Compensation Law) le garantiza tres clases de beneficios:

- Servicios médicos par curarle...sin ninguna deducción.
- Pagos en efectivo libres de impuestos para compensar lo que Usted pierda en salarios mientras esté incapacitado para trabajar.
- Los servicios de rehabilitación que sean necesarios para que Usted pueda regresar a trabajar.

Se harán pagos adicionales, si el accidente es causa de invalidez permanente o muerte.

Estos beneficios están establecidos por la "Legislatura del Estado de California" (California State Legislature). La cantidad de los pagos, así cómo y cuando deben de ser hechos, está regulado por dicha ley del estado. Solamente la legislature estatal puede cambiar las cantidades.

Pago de los beneficios

Las cuentas médicas y los gastos del hospital se pagarán directamente a través de la compañía seguros de su patrón. A Usted no le enviarán ninguna cuenta. Si Usted está incapacitado para trabajar por más de tres días (fines de semana incluidos), Usted tiene derecho a ser compensado. Aproximadamente dos semanas después de haber informado de su accidente, Usted recibirá un cheque, y después de éste otro cada dos semanas, hasta que el doctor le diga que ya puede volver a trabajar. La cantidad de cada cheque será por dos terceras partes del promedio de su sueldo, hasta llegar la máximo establecido por la legis latura estatal. No será por la cantidad entera de su sueldo, pero no se le deduce ninguna cantidad, y está libre de impuestos.

Otros beneficios

A la compensación de trabajadores a veces se le confunde con otro programa de seguridad estatal llamado "Seguro Estatal de Incapacidad" (State Disability Insurance/SDI).

Parecen similares, pero entre ellos hay diferencias importantes. La compensación de trabajadores cubre accidentes y enfermedades *que han pasado en el trabajo*, y lo paga su patrón. El "SDI" cubre accidentes y enfermedades sufridas *fuera del trabajo*, y se paga mediante cantidades deducidas de su salario.

Si Usted tiene problemas o preguntas

Diríjase a su patrón o al representante de reclamaciones de la compañía de seguros de su patrón (el nombre, dirección y número de teléfono está anunciado donde Usted trabaja).

Oficiales para información y asistencia de la "División Estatal de Compensación de Trabajadores (State Division of Workers' Compensation) están también a su servicio para aclarar sus dudas y contestar sus preguntas, y no le cobrarán por la consulta. Puede encontrar la oficina en la sección de Oficinas del Gobierno del Estado (State Governement) en las primeras páginas blancas de la guía de teléfonos bajo Departamento de Relaciónes Industriales (Industrial Relations Department).

Más sobre cuidados médicos

Buen cuidado médico es importante para Usted, su familia y su patrón. Un tratamiento médico de calidad es la manera más rápida de recuperarse. Si hay servicios de primeros auxilios en su trabajo, obtenga tratamiento inmediatamente y dé parte de donde, cuando y cómo sucedió el accidente. Si es una emergencia, obtenga el mejor tratamiento disponible, y luego informe a su patrón de su accidente tan pronto como sea posible.

Si Usted necesita tratamiento adicional su patrón se lo proporcionará. Le podrán enviar a un doctor que Usted no conoce, pero eso no quiere decir que es un "médico de la compañía", sino un doctor con consulta privada, frecuentemente un especialista en la clase de lesión que Usted tiene. Además este doctor está familiarizado con los requisitos para la compensación de trabajadores y informará su accidente o enfermedad rápidamente de forma que se le paguen sus beneficios pronto. Si Usted desea cambiar de doctor por cualquier razón, pídaselo a su patrón o representante de reclamaciones. Ellos están tan interesados como Usted en su mejoría rápida y su vuelta al trabajo.

Usted tiene derecho a ser tratado por su propio doctor si Usted ha notificado a su patrón el nombre y dirección del doctor, por escrito, antes del accidente. Póngase en contacto con su patrón para más información.

Usted puede volver a su propio doctor treinta días después de dar parte del accidente. Considere esta decisión cuidadosamente—la mayoría de la gente no tiene un cirujano. Si Usted quiere que se le aconseje sobre especialistas, hable con su patrón o representante de reclamaciones. De todos modos, informe rápidamente su selección de médico para que sus cuentas sean pagados. Sobre todo, no se trate a si mismo. Hasta las heridas más leves necesitan cuidados expertos. Tratamiento médico, rápido y de calidad, es la mejor inversión que Usted y su patrón pueden hacer.

FACTS FOR INJURED WORKERS

Hurt On The Job?

That can be a terrible experience. But fortunately, the California workers' compensation system takes away a lot of the worry about job injuries and illnesses. It's no-fault insurance, paid for by employers and supervised by the state. This guide explains this valuable benefit.

What's Workers' Compensation?

California's compensation law, passed by the state Legislature more than 75 years ago, guarantees prompt, automatic benefits to workers injured on the job.

Before workers' compensation, injured workers had to sue their employers to recover medical costs and lost wages. Lawsuits took months and sometimes years. Juries and judges had to decide who was at fault and how much, if anything, would be paid. Too often, the injured worker got nothing. It was costly, time consuming and unfair.

Today, workers' compensation is faster and fairer. If you can't work because of a job injury, workers' compensation pays your medical bills and provides money to help replace your lost income until you can return to work.

Who's Covered?

Nearly every working Californian is protected by workers' compensation, but there are a few exceptions. People in business for themselves and unpaid volunteers may not be covered. Maritime workers and federal employees are covered by federal laws.

What's Covered?

Any injury caused by the job is covered – everything from first-aid type injuries to serious accidents. Job-related illnesses are covered too. (For example, common colds and flu aren't covered, but if you catch tuberculosis while working at a TB hospital, that's covered.) The key is whether the injury or illness is caused by your job.

When Am I Covered?

Coverage begins the first minute you're on the job and continues anytime you're working. You don't have to work a certain amount of time or earn a certain amount before you're protected. Coverage is automatic and immediate.

How Do I Get Benefits?

Report the injury to your employer or supervisor *immediately* and complete a simple claim form if more than first aid is required. The claim form will ask what, where, when and how it happened. Your employer or supervisor will see that you get medical help right away and file the necessary reports.

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can lead to disability if an infection develops.

What Are The Benefits?

California law guarantees three kinds of workers' compensation benefits:

- *Medical care to cure the injury.* Not just doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches – even travel expenses for required medical treatment. There's no deductible and all costs are paid directly by the workers' compensation claim administrator so you should never see a bill.
- *Cash payments to help replace lost wages.* Most injuries only keep you from working temporarily, and you'll receive "temporary disability" payments until the doctor says you're able to return to work.
- Additional cash payments will be made after you're able to work if there's a *permanent disability* – for example, the loss of a finger or an eye – or if you can't return to work at all. If the injury results in death, benefits will be paid to your surviving dependents.
- *Rehabilitation services necessary to return to work.* This is just an extension of medical treatment – for example, physical therapy to strengthen muscles. However, if the injury keeps you from returning to your regular work, your employer will advise you if your regular job can be modified or if another position can be provided to accommodate your permanent disability. Many employers are subject to laws governed by the Americans with Disabilities Act or the Fair Employment Housing Act. An employer subject to these laws must provide reasonable accommodation – if possible – qualified disabled individuals who can perform all the essential job functions. If you are not able to return to your regular job because of a disability, you may have rights

© 1994 California Workers' Compensation Institute

003597

under these laws. For more information call the Equal Employment Opportunity Commission at 1-800-669-4000. If you can't return to work with your employer because of your disability, you may qualify for vocational rehabilitation benefits. A trained counselor will develop a plan to create new job opportunities for you. Again, workers' compensation insurance directly pays all costs up to a maximum set by state law.

How Much Are The Cash Payments?

Temporary disability payments generally are two-thirds of your wages – up to a maximum set by the state Legislature. For injuries on and after January 1, 1991, the maximum payment is $336 per week, with a minimum of either $126 per week or actual wages if less. The maximum increases to $406 per week for injuries on and after July 1,1994, to $448 for injuries on and after July 1,1995, and to $490 for injuries on and after July 1,1996.

- Compensation isn't paid for the first three days you're unable to work – unless you're hospitalized as an in-patient or unable to work for more than 14 days. In these instances, even the "waiting period" will be paid.
- If you report the injury promptly, your first temporary disability check should be mailed within 14 days. After that, you'll receive a check every two weeks until the doctor says you can go back to work.
- After you recover to the fullest extent possible, the doctor who treated you will evaluate the permanent effects of your injury. You and your employer may agree to rely on the treating doctor's report to establish your permanent disability payment. If you have questions about the report you may contact an information and assistance officer at the Division of Workers' Compensation. If you don't agree on the treating doctor's report, and you aren't represented by an attorney, you must choose an evaluating doctor from a panel of three independent doctors provided by the state. If you are represented by an attorney and you don't agree on the treating doctor's report, the attorney will arrange the medical evaluation.

  Your permanent disability payments will be based on the results of the doctor's evaluation and factors such as your age and pre-injury occupation. The weekly benefit is two-thirds of your income, subject to minimums and maximums set by the state. The minimums and maximums vary according to the date of injury. If you have a permanent disability, the calculation of the benefit will be fully explained in a letter.

Death benefit payments to survivors are set by state law according to the number of dependents. Payments are made at the same rate as temporary disability benefits.

Workers' compensation payments are tax free. There are no deductions for state or federal taxes, Social Security, union or retirement fund contributions, etc. For some workers the compensation check will be close to regular take-home pay.

What If There's A Problem?

Fortunately most claims – 9 out of 10 – are handled routinely. After all, workers' compensation benefits are automatic and the amounts are set by the Legislature.

But, mistakes and misunderstandings do happen. If you think you haven't received all your benefits, contact your employer or workers' compensation claim administrator. Many questions can be cleared up with a phone call.

- If you still have questions, contact the nearest office of the State Division of Workers' Compensation. Information & assistance officers are employed by the state to protect your rights, review your claim, and let you know what steps you can take. For example, they can tell you about the procedures for resolving medical disputes and direct you on how to proceed. The information and assistance service is free. For the nearest office check the State Government Offices section of the phone book under "Industrial Relations Department," or call 1-800-736-7401.
- Some problems may need to be resolved by the Workers' Compensation Appeals Board, the state agency responsible for handling disputes. The Appeals Board is a court of law. You can represent yourself or you may want to hire a lawyer. If you hire an attorney, the fee will be deducted from any benefits awarded by the Appeals Board. Attorney fees generally are 9 to 12 percent of your award. For example, If you were awarded $10,000 less 12 percent for attorney fees, your attorney would receive $1,200 and you would receive $8,800.
- If it's necessary to go to the Appeals Board to resolve your claim, be sure to do it within one year from the date of the injury or one year from the date of your last medical treatment. Waiting longer could mean losing your right to benefits.

© 1994 California Workers' Compensation Institute

Keep in mind, it's illegal for an employer to fire or discriminate against employees just because they file, intend to file, or settle a workers' compensation claim-or because they testify for a co-worker who was injured. A worker who proves this kind of discrimination will receive lost wages and benefits, a 50 percent increase in workers' compensation benefits (up to $10,000), plus costs and expenses up to a maximum set by the state Legislature.

Other Benefits

If the injury is very serious-one where you won't be able to work for a year or more—you may be eligible for additional benefits from Social Security. For information, contact the nearest office of the Social Security Administration (listed in the white pages of the phone book under "United States Government") or discuss it with your employer or claim administrator.

Workers' compensation sometimes is confused with another state program, State Disability Insurance (SD). They seem similar, but there are important differences. Workers' compensation takes care of on-the-job injuries and illnesses, and is paid for by your employer. On the other hand, SDI covers off-the-job injuries or sickness and is paid for by deductions from your paycheck.

Where Can I Get More Information?

Ask your employer or the workers' compensation claim administrator (the name, address and phone number are posted at your workplace). Or talk to an information & assistance officer at the State Division of Workers' Compensation, 1-800-736-7401. (The nearest local office is posted at your workplace and listed in the State Government section of the phone book under "Industrial Relations Department.") This service is free and the information and assistance officer can explain your rights, solve problems, and provide other information.

More About Medical Care

- Good medical care is important-to you, your family and your employer. Quality medical treatment is the quickest way to recovery.
- If there's a first-aid facility at your workplace, get immediate treatment and report where, when and how the accident happened. (If its an emergency, get the best treatment available, then report the injury to your employer as soon as possible.)

If it's more than a first-aid injury, your employer will give you a claim form. To make sure you get all your benefits, complete the form and return it to your employer as soon as possible.

- If additional treatment is necessary, the claim administrator will arrange for medical care. If you haven't selected a physician or health care organization prior to the injury you may be sent to a doctor you don't know, but that doesn't mean it's a "company doctor." Often, the doctor is a specialist for the specific injury. In addition, the doctor will be familiar with workers' compensation requirements and will report promptly so your benefits will be paid. If you want to change doctors for any reason, ask your employer or claim administrator. They're as interested as you are in your prompt recovery and return to work, and will give you a list of other doctors to choose from.
- You're entitled to be treated by your own personal physician if you've notified your employer of the doctor's name and address in writing before the injury. Contact your employer for further information.
- If you haven't predesignated a physician prior to the injury, you can switch to your own doctor after the employer's medical control expires. This can range from 30 days up to a year after reporting the injury, so check with your claim administrator. If you're thinking of changing doctors, consider this decision carefully—most people don't have a family surgeon, for example. If you want advice about specialists, talk to your claim administrator. In any event, report your choice as soon as you make it so your bills will be paid for you.

Above all, don't treat yourself. Even minor injuries need expert care. Prompt, quality medical treatment is the best investment you and your employer can make.

WORKERS COMPENSATION FRAUD IS A FELONY

Anyone who knowingly files or assists in the filing of a false workers' compensation claim may be fined up to $50,000 and sent to prison for up to five years (IC §18714)

© 1994 California Workers' Compensation Institute

INFORMACIÓN PARA PERSONAS ACCIDENTADAS EN EL TRABAJO

¿Accidentado en el trabajo?

Puede ser una horrible experiencia, pero afortunadamente el programa de compensación de trabajadores en California aminora la preocupación que podamos tener acerca de accidentes y enfermedades en el trabajo. Este programa se trata de un seguro sin culpabilidad, pagado por el patrón y supervisado por el Estado. Este folleto explica los beneficios.

¿Que es la compensación de trabajadores?

La ley de compensación sin admision de culpabilidad se legalizó en California hace más de 70 años y garantiza beneficios automática y rápidamente a trabajadores accidentados en el trabajo.

Antiguamente, antes de esta ley de compensación de trabajadores, las personas accidentadas en su trabajo se veían obligados a enjuiciar a sus patrones para que estos les reembolsasen sus gastos médicos y el salario perdido. Estos juicios a veces llevaban meses y hasta años. Los jurados y jueces tenían que decidir quien era culpable, si el trabajador debía de ser compensado y, en ese caso, cuánto seria la compensación. Generalmente, la persona accidentada no recibía absolutamente nada. Era un sistema costoso en tiempo y dinero y frecuentemente también injusto. Hoy en día, la compensación de trabajadores es más rápida y justa.

Si Usted no puede trabajar porque ha sufrido un accidente en su trabajo, la compensación de trabajadores le paga automáticamente sus gastos médicos y también le proporciona dinero para vivir hasta que pueda volver a su trabajo.

¿A quién cubre?

Casi todos los trabajadores Californianos están protegidos por la compensación de trabajadores, pero hay algunas excepciones como por ejemplo algunos propietarios de negocios y voluntarios su sueldo.

Ferroviarios, trabajadores maritimos, y empleados federales están protegidos por las leyes federales.

¿Que cubre?

Cualquier accidente o enfermedad está cubierto si es causado por su trabajo, desde lesiones leves hasta accidentes muy graves. Por ejemplo, resfriados y gripes no están cubiertos, pero si Usted se contagia de tuberculosis trabajando en un hospital de tuberculosos Usted está protegido. Lo importante es que el accidente o enfermedad esté causado por su trabajo.

¿Cuando estoy cubierto?

La protección comienza en el primer momento que Usted empieza a trabajar. No necesita trabajar por un tiempo o ganar una cierta cantidad de dinero para estar cubierto. La protección es automática y inmediata.

¿Como consigo los beneficios?

Informe a su patrón o supervisor de su lesión inmediatamente y rellene una simple reclamación indicando cuando, donde, cómo y qué sucedió. Su patrón o supervisor hará los trámites necesarios y le proporcionará tratamiento medico.

Lo esencial es dar parte del accidente o enfermedad con la mayor rapidez. Los beneficios son automáticos, pero no se puede hacer nada hasta que su patrón sepa de su accidente o enfermedad. Asegure sus beneficios dando informe de cualquier accidente, por leve que sea. Hasta una pequeña herida en un dedo, si se infecta, le puede dejar incapacitado.

¿Cuales son los beneficios?

La ley de California garantiza tres clases de beneficios en compensación para el trabajador:

- *Atención médica para curar la lesión*. No solamente las cuentas del médico, sino también medicinas, cuentas del hospital, análisis, Rayos X, muletas, etc. No hay deductible, y a Usted no se le enviará ninguna cuenta. sino que todas serán pagadas directamente por su patrón o compañía de seguros.
- *Pago del salario perdido*. Generalmente la mayoría de los accidentes de trabajo incapacitan para trabajar solo por un cierto tiempo, pero de todos modos Usted recibirá pagos por incapacidad temporal hasta que el doctor diga que Usted puede volver a trabajar. Si existe una incapacidad permanente, por ejemplo, la pérdida de un dedo o un ojo, se le harán pagos adicionales después de su vuelta al trabajo. Así mismo se le pagará si Usted no puede regresar más a trabajar. Si el accidente resulta en la muerte del trabajador los beneficios se pagarán a sus dependientes.

- *Servicios de rehabilitación necesarios para su regreso al trabajo.* Algunas veces esto es solo una extensión del tratamiento – por ejemplo, terapía física para fortalecer los músculos, pero si Usted está todavía incapacitado para volver al trabajo, puede tener derecho a recibir rehabilitación profesional. Un consejero o consejera le puede ayudar a crear un plan nuevo de posibilidades de trabajo, como puede ser, modificar su antiguo trabajo, encontrar otro trabajo con su misma empresa, o instrucción profesional para prepare para un trabajo nuevo. El seguro de compensación de trabajadores paga todos los gastos directamente.

¿Cuanto son los pagos en efectivo?

La cantidad es generalmente las dos terceras partes de su salario con un máximo de $266 por semana, y un mínimo de $98 por semana. Por accidentes después del 1 de Enero, 1991, el pago máximo será de $336 por semana, y un mínimo de $126 por semana, o el salario actual si es menos.

- No se le pagará por los tres primeros días en que Usted no pueda trabajar a no ser que Usted esté hospitalizado o incapacitado para trabajar por más de 14 días. En ese caso se le pagarán incluso los tres primeros días.
- Si Usted ha dado parte de su accidente con rapidez, se le enviará su primer cheque de compensación antes de 14 días. Después, Usted recibirá un cheque por incapacidad temporal cada dos semanas hasta que el doctor le diga que puede volver a trabajar.
- El número de pagos por incapacidad permanente está basado en varios factores, establecidos por el Estado, como su edad, trabajo antes del accidente o enfermedad, y clase de invalidez permanente.
- Los pagos de beneficios de muerte a sus sobrevivientes están establecidos por la ley de acuerdo con el número de sus beneficiarios y son por la misma cantidad que los beneficios de incapacidad temporal.

Los pagos de compensación de trabajadores son libres de impuestos. No hay descuentos de impuestos estatales o federales, Seguridad Social, contribucciones a la unión o retiro. Para algunos trabajadores el cheque de compensación será muy similar a su salario normal.

¿Y si hay un problema?

Afortunadamente la mayoría de las reclamaciones – más de 9 de cada 10 – se procesan rutinariamente. Después de todo, los beneficios de compensación de trabajadores son automáticos y las cantidades están establecidas por la Legislatura. Pero algunas veces ocurren errores y malentendidos. Si Usted cree que no ha recibido todos los beneficios que le corresponden, póngase en contacto con su patrón o representante de reclamaciones de compensación de trabajadores. Una simple llamada telefónica puede aclarar muchas dudas.

- Si Usted todavía no está satisfecho, póngase en contacto con la oficina local de la División Estatal de Compensación de Trabajadores (State Division of Workers' Compensation). Los consejeros de Información y Asistencia que están allí están empleados por el Estado para informarle a Usted de sus derechos y, si es necesario, revisar su reclamación, completamente gratis. La oficina local figura en las páginas blancas de la guía telefónica en la sección: Oficinas del Estado de California ("California – State of") bajo Departamento de Relaciones Industriales ("Industrial Relations Dept.").
- Si el problema todavía no puede resolverse, Usted puede solicitar una adjudicación (Application for Adjudication) con el Consejo de Apelación para la Compensación de Trabajadores (Workers' Compensation Appeals Board). Es la agencia del estado encargada de resolver las disputas.
- El Consejo de Apelación es una corte legal. Usted puede representarse a si mismo, desde luego, o quizás quiera contractar a un abogado. Si así lo hace, los gastos aproximadamente de $1,500 serán descontados de los beneficios concedidos a Usted por el Consejo de Apelaciones.
- Si es necesario el ir al Consejo de Apelaciones para resolver su caso, hágalo antes de un año después del accidente o un año después de la ultima vez que recibió tratamiento médico. Si espera más podría perder sus derechos.
- Piense que es contra la ley el que un patrón despache o discrimine contra sus empleados simplemente porque ellos recurran, intenten recurrir o pidan reclamación de compensación de trabajadores – o porque testifiquen a favor de un compañero que esté accidentado. Un trabajador que pruebe esta clase de discriminación recibirá el salario perdido y beneficios, un incremento del 50% de los beneficios de compensación de trabajadores (hasta un máximo de $10,000) más gastos incurridos, con un máximo establecido por la legislatura estatal.

Otros beneficios

Si el accidente es muy grave—en caso de que Usted no pueda trabajar durante un año o más—es posible que Usted tenga derecho a beneficios adicionales de la Seguridad Social. Para más información comuníquese con la oficina local de la Administración de Seguridad Social (Social Security Administation), indicada en la guía telefónica bajo "United States Government," o con su patrón o el representante de reclamaciones de la compensación de trabajadores. La compensación de trabajadores se confunde algunas veces con otro programa del Estado: Seguro de Invalidez del Estado (State Disability Insurance—SDI). Parecen similares, pero hay diferencias importantes. La compensación de trabajadores cubre accidentes y enfermedades en el trabajo y es pagada por su patrón. Por otro lado, el Seguro de Invalidez del Estado (SDI) cubre accidentes y enfermedades fuera del trabajo, y es pagado con descuentos del salario de Usted.

¿Donde puedo obtener más información?

Pregunte a su patrón o póngase en contacto con el representante de reclamaciones de compensación de trabajadores (el nombre, dirección y número de teléfono están anunciados en su lugar de trabajo).

También puede hablar con un consejero o consejera en la oficina local de la División de Accidentes Industriales del Estado (State Division of Industrial Accidents) que estará anunciada en su lugar de trabajo o en las páginas blancas de la guía telefónica en la sección de "State Government Offices" bajo Departamento de Relaciones Industriales (Industrial Relations Department). Estos consejeros le podrán explicar sus derechos, ayudarle a solventar problemas, y darle la información necesaria.

Mas sobre cuidados médicos

Un buen cuidado médico es importante para Usted, su familia y su patrón. Un tratamiento médico de calidad es la manera mas rápida de recuperarse.

- Si hay servicios de primeros auxilios en su trabajo, obtenga tratamiento inmediatamente y dé parte de donde, cuando y cómo sucedió el accidente. Si es una emergencia, obtenga el mejor tratamiento disponible, y luego informe a su patrón de su accidente tan pronto como sea posible.
- Si Usted necesita tratamiento adicional su patrón se lo proporcionará. Le podrán enviar a un doctor que Usted no conoce, pero eso no quiere decir que es un "medico de la compañía," sino un doctor con consulta privada, frecuentemente un especialista en la clase de lesión que Usted tiene. Si Usted desea cambiar de doctor por cualquier razón, pídaselo a su patrón o representante de reclamaciones. Ellos están tan interesados como Usted en su mejoría rápida y su vuelta a trabajo.
- Usted tiene derecho a ser tratado por su propio doctor si Usted ha notificado a su patrón el nombre y dirección del doctor, por escrito, *antes del accidente*. Póngase en contacto con su patrón para más información.
- Usted puede volver a su propio doctor treinta días después de dar parte del accidente. Considere esta decisión cuidadosomente—la mayoría de la gente no tiene un cirujano. Si Usted quiere que se le aconseje sobre especialistas, hable con su patrón o representante de reclamaciones. De todos modos, informe rápidamente quien va a ser su médico para que sus cuentas sean pagadas. Sobre todo, no se trate a si mismo. Hasta las heridas más leves necesitan cuidados expertos. Tratamiento médico, rápido y de calidad, es la mejor inversión que Usted y su patrón pueden hacer.

INSIGHT

An information service for customers of The Travelers

"Facts For Injured Workers" Brochure

"Facts About Workers Compensation" Brochure

The Travelers has printed two brochures "Facts About Workers Compensation" and "Facts For Injured Workers". They are available to help California employers give new employees written notice of their right to receive Workers Compensation benefits and information necessary when an employee is injured, as required by law.

We are enclosing a copy of these brochures for your information.

If you would like to have a supply to give each new employee, or injured employee, tell your producer or broker how many you will need. Our local Travelers' office will be happy to fill your request. These are printed in both English and Spanish.

We appreciate this opportunity to serve you.

Facts about Workers' Compensation

The Way It Was

In the early 20th century, a worker injured on the job had to sue his employer to recover medical expenses and lost wages.

Lawsuits took months and sometimes years. Juries had to decide who was at fault and how much, if anything, would be paid. In most instances, the workers got nothing. It was costly, time consuming and often unfair.

The Way It Is

Today the California workers' compensation law provides a faster, fairer way to take care of injured workers. . . where fault doesn't have to be proved to recover medical expenses and lost wages.

This job-injury insurance is paid for by your employer and supervised by the state. If you can't work due to a job-related injury or illness, workers' compensation automatically pays your medical bills and provides money to live on until you can return to work.

Who's Covered?

Almost every employee in California is protected by workers' compensation, but there are a few exceptions. People in business for themselves and unpaid volunteers may not be covered. Railroad and maritime workers and federal employees are covered by similar laws. If you have a question about coverage, ask your employer.

What's Covered?

Any injury or illness if it's due to your job. Everything from first-aid type injuries to serious accidents are covered.

Coverage is automatic and immediate. There's no qualifying period, no need to earn a certain amount in wages before you're covered. . .protection begins the first minute you're on the job.

What You Have To Do

Immediately notify your supervisor, who will arrange medical care. Your employer will give you a claim form so you can describe the injury and how, when and where it happened. Complete the claim form and return it to your employer as soon as possible. Prompt reporting is the key to prompt benefits.
Benefits

The California workers' compensation law guarantees you three kinds of benefits:

- Medical treatment to care to cure the injury. . .and no deductibles.
- Tax-free payments to replace lost wages while you're temporarily disabled. Additional payments are made if the injury results in a permanent handicap or death.
- Rehabilitation services necessary to get you back to work.

All benefits are set by the California State Legislature. The amount of the payments, and when and how they're paid are part of state law. Only the state Legislature can change the amounts.

Benefit Payments

Doctor bills and hospital expenses will be paid directly by your employer's insurance company, so you should never see a bill.

If you're unable to work for more than three days, including weekends, you are entitled to compensation. About two weeks after reporting the injury, you'll get a compensation check. . .and every two weeks after that until the doctor says you can return to work. (Payment won't be made for the first three days, however, unless you're hospitalized or unable to work more than 14 days.)

The amount of these checks will be two-thirds of your average wage, up to a maximum set by the state Legislature. It won't be the full amount of your regular paycheck, but there are no deductions and the payments are tax-free.

Other Benefits

Workers' compensation sometimes is confused with another state insurance program, State Disability Insurance (SDI). They seem similar, but there are important differences.

Workers' compensation insurance covers *on-the-job* injuries and illnesses and is paid for entirely by your employer. On the other hand, SDI covers *off-the-job* injuries or sickness, and is paid for by deductions from your paycheck.

If You Have Questions. . .

. . .ask your supervisor or employer. Or contact the workers' compensation claims representative for your employer (the name, address and phone number are posted at your workplace).

Or, talk to one of the Information & Assistance consultants at the nearest office of the State Division of Workers' Compensation. They're available at no charge to answer questions and review problems. The offices are listed in the State Government Offices section in the front of the white pages of the phone book under "Industrial Relations Department."

More About Medical Care

Good medical care is important—to you, your family and your employer. Quality medical treatment is the quickest way to recovery.

If first-aid is available at your workplace, get immediate treatment and report where, when and how the accident happened. If its an emergency, get the best treatment available, then report the injury to your employer as soon as possible.

- If additional medical care is necessary, your employer will arrange it. You may be sent to a doctor you don't know, but that doesn't mean the physician is a "company doctor". He or she is in private practice, often a specialist for the particular injury. In addition, the doctor will be familiar with workers' compensation requirements and will report promptly so benefits can be paid.
- If you want to change doctors for any reason, ask your employer or claims representative. They're as interested as you are in your prompt recovery and return to work.
- You're also entitled to be treated by your own personal physician if you've notified your employer of the doctor's name and address in writing *before* the injury. For further information, ask you employer.
- Thirty days after reporting the injury you can switch to your own doctor. If you switch, choose your doctor carefully—most people don't have a family surgeon, for example. If you want advice about specialists, talk to your employer or claims representative. In any event, report your choice as soon as you make it so the bills will be paid for you.

Above all, don't treat yourself. Even minor injuries need expert care. Prompt, quality medical care is the best investment you and your employer can make.

M E M B E R O F

GREAT AMERICAN.
INSURANCE GROUP

Dec 29, 2006

Jonathan Ball
Marsh Global, Inc.
1166 Avenue of The Americas
New York,NY 10036

Re: American Water Works Company
1025 Laurel Oak Road
Voorhees, NJ 08043

We are pleased to provide a binder of coverage for the above captioned risk as follows:

Insurance Carrier:	Great American Insurance Co. of NY
Policy Period:	01/01/2007 to 01/01/2008 12:01am Standard Time at the address stated above
Policy Number:	EXC 9252949
Coverage:	Excess Umbrella-Commercial
Policy Limits:	$25,000,000 CSL each occurrence/annual aggregate where applicable P/O $75,000,000 Excess of $100,000,000 as shown below
	$0 Self Insurance Retention

Underlying Insurance:

Umbrella Liability
Insuring Company: AXA
$25,000,000 ea occ ann agg excess of Primary

1stExcess
Insuring Company: AIG
$25,000,000 xs 25,000,000

2ndExcess
Insuring Company: XL
$50,000,000 xs 50,000,000

Great American Professional Risk Insurance Services
8510 McAlpine Park Drive • Suite 114 • Charlotte, NC 28211-6250 • Phone (704) 364-5161 • Fax (704) 364-6019

American Water Works Company
1025 Laurel Oak Road
Voorhees, NJ 08043

Policy Premium:	$300,000	Terrorism Included	Amount: $1,500
Term:	Annual		Rate: Flat
Surcharge:	Additional New Jersey Surcharge $4,800		
Endt. Description:			

Commission: .00%

Terms and Conditions

Policy Form: As per coverage form:(GAI6524.06.97) EXCESS LIABILITY COVERAGE FORM plus the following:

Our Policy Terms and Conditions:

Exclude: Crisis Response/Crisis Management Excl;

Attach: Non-Followed Endt-Sunrise Coverage with a Limited Reporting Period (Twelve Month Policy)-Starr Excess Wording; Follow Form Coverag Endt; 60 Day NOC; Equal Terms Endt for Quota Share (Starr Excess wording); FF Pollution (Named Peril/Time Element-20/80); State Amendatory Endt; Limits of Insurance Endt; Participation Endt; Cap on Losses from Certified Acts of Terrorism; Terrorism Premium Disclosure

Other Information:

SUBJECTIVITY: TERMS SUBJECT TO REVIEW OF STARR EXCESS TERMS

Subjectivities:

All loss data submitted must be Total Incurred, ground up and uncapped. We require a signed copy of the POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE for our files as soon as practical after binding. We will also require copies of all Underlying Policies for our files within 60 days of binding.

The proposal offered herewith is valid through to the inception date of coverage as indicate above. To clarify, please note the conditions of this quote may not be in accordance with the conditions requested in your submission. For complete terms, conditions, exclusions and limitations please refer to the policy language itself.

Regards,

Frankie Honeycutt

MARSH

Harold A. Ellebracht
Vice President Client Advisory

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3862 Fax 212 345 3695
Harold.A.Ellebracht@marsh.com
www.marsh.com

May 29, 2007

Mr. James P. Li
Director Risk Management
American Water
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject:
General Liability Policy
TC2J-GLSA-260T3317-TIL-07
January 1, 2007 to January 1, 2008

Dear Jim,

In accordance with phone conversation I am enclosing the above General Liability Policy. We are still in the process of checking the policy and will send you the results of this process as soon as it is completed. I have also attached an endorsement issued subsequent to the policy correcting the wording for coverage of owned boats.

Sorry for the delay in checking and getting this policy to you.

Regards,

Harold A. Ellebracht
Vice President Client Advisory

CHANGE EFFECTIVE DATE: 01-01-07
CHANGE ENDORSEMENT NUMBER: 0001

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:
AMERICAN WATER WORKS
COMPANY, INC.

Policy Number: TC2J-GLSA-260T3317-TIL-07
Policy Effective Date: 01/01/07
Issue Date: 02/01/07

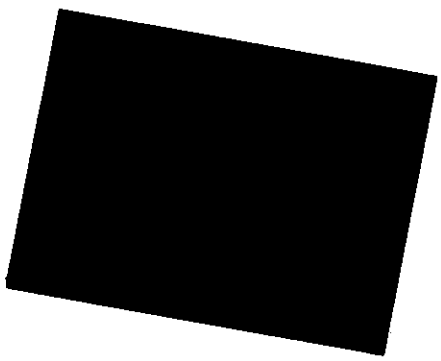
INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Effective from 01/01/07 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

AMENDING ENDORSEMENT CG 24 12 11 85 BOATS TO DELETE THE FOLLOWING WORDING.

FACILITIES MAINTENANCE AND/OR WATER



NAME AND ADDRESS OF AGENT OR BROKER:
MARSH USA-NYC (NA026)
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

COUNTERSIGNED BY:

Authorized Representative

DATE:

IL TO 07 09 87 PAGE 1 OF 1
OFFICE: HARTFORD

001439

TRAVELERS

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 02-01-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 07 09 87 CHANGE ENDORSEMENT
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

COMMERCIAL GENERAL LIABILITY

CG 24 12 11 85 BOATS

GENERAL LIABILITY

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 02-01-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOATS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Watercraft:

SEE ENDORSEMENT CG T8 08

Additional Premium:

$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

Copyright, Insurance Services Office, Inc., 1984

001442

TRAVELERS

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

AMERICAN WATER WORKS
COMPANY, INC.
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

Presented by: MARSH USA-NYC

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

THIS POLICY DOES NOT COVER POLLUTION
SEE ENDORSEMENT CG T8 03.

COMMON POLICY DECLARATIONS
ISSUE DATE: 01/23/07

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
   AMERICAN WATER WORKS
   COMPANY, INC. (AS PER IL T3 40)
   1025 LAUREL OAK ROAD
   VOORHEES, NJ 08043

2. POLICY PERIOD: From 01/01/07 to 01/01/08 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address
ON FILE WITH COMPANY			

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS	CG TO 01 11 03 TIL
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS	CG TO 09 03 95 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

*AMS BINDER BILLED # 221111

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:

Provisional Premium	$
Due at Inception	$
Due at Each	$

NAME AND ADDRESS OF AGENT OR BROKER:
MARSH USA-NYC (NA026)
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

001463

TRAVELERS

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 01-23-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 07 06	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 40 03 95	BROADENED NAMED INSURED ENDORSEMENT
IL T3 54 03 98	DESIGNATED ENTITY - NOTICE CANC/NONRENW

COMMERCIAL GENERAL LIABILITY

CG A0 13 11 03	(CGT001) COMMERCIAL GENERAL LIAB COV DEC
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 02	WATERCRAFT AMENDMENT
CG T8 04	DEFINITIONS AMENDMENT
CG T8 08	BOATS
CG D2 54 01 05	AMEND OF COV PERS/ADV INJURY LIABILITY
CG D2 54 11 03	AMEND OF COV PERS/ADV INJURY LIABILITY
CG F2 94 03 05	AMEND OF COV PERSONAL & ADVERT INJTEXAS
CG F3 05 03 05	AMEND OF COV-PERSONAL & ADVERTISE INJURY
CG F3 27 11 04	AMEND-WHO IS AN INSURED-JOINT VENTURE
CG F3 29 11 04	MEDICAL PAYMENTS-NY
CG F3 57 07 05	AMEND OF COV PERS INJURY/ADVERT INJU VT
CG 20 05 11 85	ADD'L INS-CONTROLLING INTEREST
CG 20 11 01 96	ADD'L INS-MANAGERS OR LESSORS OF PRM
CG 20 15 11 88	ADDITIONAL INSURED-VENDORS
CG 21 70 11 02	CAP ON LOSSES CERTIFIED ACTS TERRORISM
CG 24 04 10 93	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CG 24 12 11 85	BOATS
CG 24 17 10 01	CONTRACTUAL LIABILITY RAILROADS
CG 99 01 11 85	MOTOR VEHICLE LAWS
GN 00 13 01 86	EXTENSION OF COVERAGE-MENTAL ANGUISH
GN 00 13 11 97	EXTENSION OF COVERAGE-BODILY INJURY
GN 00 14 11 03	EXTENSION OF COV-DAMAGE PREMISES RENTED
GN 00 69 11 03	NOTICE OF OCCUR KNOWLEDGE OF OCCUR
GN 01 65 11 03	INTERNATIONAL-AMENDMENT OF COVERAGE
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D1 22 02 96	AMEND-WHO IS AN INSURED
CG D1 26 10 95	ADDITIONAL INSURED-VENDORS BROAD FORM
CG D1 29 06 04	AMEND-WHO IS AN INSURED-JOINT VENTURES
CG D1 31 10 95	ADDL INSD-MANAGER OR LESSORS OF PREMISES
CG D1 44 01 96	OTHER ADDITIONAL INSUREDS
CG D1 54 11 03	COVERAGE FOR INJURY TO CO-EMPLOYEES
CG D1 61 11 03	CONTRACTUAL LIABILITY - PERSONAL INJURY
CG D2 05 02 98	ADDITIONAL INS-SPONSORED ORGANIZATIONS
CG D2 47 10 02	ADDITIONAL INSURED (CONTRACTORS)

001464

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 01-23-07

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG T4 91 11 88	ADDL INSD-DESIGNATED PERSON/ORGANIZATION
CG T4 94 11 88	ADDL CONDITION-UNDISCLOSED EXPOSURES
CG T8 00	STATE APPLICABILITY
CG T8 03	AMENDMENT - POLLUTION EXCLUSION
CG T8 05	EXCL-ENGINEERS, ARCHITECTS OR SURVEYORS
CG D2 56 11 03	AMENDMENT OF COVERAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 01 04	EXCLUSION-UNSOLICITED COMMUNICATIONS
CG F2 46 07 02	EXCLUSION - WAR - ALASKA
CG F2 68 05 05	TX CHANGES-EMPL RELATED PRACTICES EXCL
CG 21 51 09 89	AMEND LIQUOR LIAB EXCL EXCEPT SCHED ACT
CG 22 66 11 85	MISDELIVERY OF LIQUID PRODUCTS COVERAGE
GN 00 38 09 86	EXCL-HAZARDS OTHERWISE INSURED
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D1 48 02 96	PROF LIAB EXCL-ELECTRONIC DATA PROC
CG D2 42 01 02	EXCLUSION WAR
CG F1 19 05 06	INDIANA CHANGES-DEFINITION OF POLLUTANTS
CG F2 45 07 02	EXCLUSION - WAR - WASHINGTON
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG F2 50 05 06	MO CHANGES - DEFINITION OF POLLUTANTS
CG F2 58 11 03	WA CHANGES
CG F2 61 11 03	ALASKA CHANGES - DEFINITION OF METATAG
CG F2 63 11 03	NY CHANGES-COMM GENERAL LIAB COV FORM
CG F2 66 11 03	WA CHANGES EMPLOY RELATED PRACTICES EXCL
CG F2 71 11 03	LOUISIANA CHANGES - INSURING AGREEMENT
CG F4 23 05 06	AMENDATORY ENDORSEMENT - VA EBL
CG F4 27 05 06	ARKANSAS CHANGES-DEFINITION OF POLLUTANT
CG 01 03 06 06	TEXAS CHANGES
CG 01 07 10 93	PUERTO RICO CHANGES-AMENDMENT
CG 01 09 11 85	KS AND OK CHANGES-TRANSFER OF RIGHTS
CG 01 22 07 98	MINNESOTA CHANGES-CONT LIAB EXCLUSION
CG 01 68 12 04	MICHIGAN CHANGES
CG 26 20 10 93	NJ CHANGES-LOSS INFORMATION
CG 26 21 10 91	NY CHANGES-TRANSFER OF DUTIES
CG 26 50 12 98	MO CHANGES-MEDICAL PAYMENTS
CG 26 72 01 02	LOUISIANA CHANGES - PREM AUDIT CONDITION
CG 26 73 06 02	MARYLAND CHANGES - PREMIUM AUDIT COND
CG 26 81 12 04	MINNESOTA CHANGES - DUTIES CONDITION
CG F2 09 11 00	VIRGINIA CHANGES
CG F2 11 11 03	ILLINOIS CHANGES - INSURED CONTRACT

EMPLOYEE BENEFITS LIABILITY

CG TO 09 03 95	EMPLOYEE BENEFITS LIAB COV PART DEC
CG TO 43 11 88	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 07 86	EMPLOYEE BENEFITS LIABILITY COV FORM
CG D1 51 02 96	AMEND-WHO IS AN INSD NEWLY ACQUIRED ORG
CG T5 30 06 89	AMENDMENT-EBL
CG DO 38 01 92	EXCLUSION-IRC VIOLATIONS

EMPLOYEE BENEFITS LIABILITY (CONTINUED)

CG D0 38 03 95	EXCLUSION-IRC VIOLATIONS
CG T4 84 11 88	EXCL-COBRA-EBL
CG T4 85 11 88	ADDITIONAL EXCLUSION-EBL
CG T5 21 05 90	EXCL-DMGES UNDER CERTAIN EMPL BEN PROG
CG F4 17 12 05	TX CHANGES - DUTIES
CG F1 53 04 98	SOUTH DAKOTA CHANGES-PUNITIVE DAMAGES
CG T7 32 04 92	TX-AMEND OF CANCELLATION PROV
CG T7 51 04 88	AMENDATORY ENDORSEMENT-NEBRASKA-EBL
CG T7 63 01 89	NC AMENDATORY ENDORSEMENT-EBL
CG T7 66 07 88	NC CHANGES-LOSS INFORMATION-EBL
CG T9 07 07 86	MD-AMENDATORY ENDORSEMENT-EBL
CG T9 14 09 87	NY-AMENDATORY ENDORSEMENT-EBL
CG T9 16 07 86	AK CHANGES-ATTORNEY'S FEES-EBL
CG T9 17 07 86	IN CHANGES-DUTIES IN EVENT OF OCC-EBL
CG T9 18 07 86	MI CHANGES-PREJUDGEMENT INTEREST - EBL
CG T9 20 07 86	MN CHANGES - EXAMINATION OF BOOKS -EBL
CG T9 26 07 86	RI CHANGES-PREJUDGMENT INTEREST - EBL
CG T9 57 06 88	WY CHANGES-DUTY TO DEFEND-EBL
CG T9 86 10 87	FL-AMENDATORY ENDORSEMENT - EBL
CG T9 88 10 87	MD-AMENDATORY ENDORSEMENT - EBL
CG T9 91 10 87	UT-AMENDATORY ENDORSEMENT - EBL

MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY
E = EMPLOYEE BENEFITS LIABILITY
L = LIQUOR LIABILITY

CG T8 01	DEDUCTIBLE SCHEDULE FOR CG D3 55 09 05 (C, E)
CG T8 06	DEDUCTIBLE SCHEDULE FOR CG F4 15 11 05 (C, E)
CG T8 07	DEDUCTIBLE SCHEDULE FOR CG D3 55 02 05 & (C, E)
CG D3 55 02 05	DEDUCTIBLE LIABILITY INSURANCE (C, E, L)
CG D3 55 09 05	DEDUCTIBLE ENDORSEMENT (C, E, L)
CG F4 15 11 05	DEDUCTIBLE ENDORSEMENT-CALIFORNIA (C, E, L)
CG T8 81 09 05	DEDUCTIBLE LIABILITY INSURANCE (C, E)
CG T3 33 11 03	LIMIT WHEN TWO OR MORE POLICIES APPLY (C, E, L)
CG 01 04 12 04	NEW YORK CHANGES-PREMIUM AUDIT (C, L)
CG 01 18 12 04	LA CHANGES-LEGAL ACTION AGAINST US (C, L)
CG 01 24 01 93	WI CHANGES-AMEND OF POLICY CONDITIONS (C, E, L)
CG 01 60 07 98	WYOMING CHANGES (C, L)
CG 01 86 11 94	UTAH CHANGES (C, L)
CG 02 00 07 05	IL CHANGES -CANCELLATION AND NONRENEWAL (C, E, L)
CG 02 01 12 04	MD CHANGES (C, L)
CG 02 20 11 06	FL-CHANGES-CANCELLATION AND NONRENEWAL (C, L)
CG 26 05 07 98	MINNESOTA CHANGES (C, E, L)
CG 26 08 04 90	AR CHANGES-MULTI-YEAR POLICIES (C, L)
CG 26 25 04 05	MO CHANGES-GUARANTY ASSOCIATION (C, L)
CG 26 84 12 04	LA CHGS-TRANSF OF RGHTS RECVY AGNST OTHS (C, L)
CG 32 34 01 05	CALIFORNIA CHANGES (C, L)

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07
EFFECTIVE DATE: 01-01-07
ISSUE DATE: 01-23-07

INTERLINE ENDORSEMENTS

IL T3 68 01 06	FEDERAL TERRORISM RISK INSURANCE ACT
IL T3 76 11 02	CAP ON LOSSES - CERTIFIED ACTS TERRORISM
IL 00 21 04 98	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 05 04	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 06 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 07 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 11 85	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 14 11 06	WYOMING CHANGES-DEFENSE COSTS
IL 01 21 06 03	AK CHANGES-ATTORNEY'S FEES
IL 01 26 04 98	VT CHANGES-STATUTORY LIABILITY
IL 01 28 07 01	RI CHANGES-PREJUDGMENT INTEREST
IL 01 35 12 02	NH CHANGES-CANCELLATION & NON-RENEWAL
IL 01 36 05 04	MANDATORY PREM & COV CONDITIONS ENDT-PR
IL 01 38 05 04	VIRGINIA CHANGES-CANCELLATION
IL 01 40 11 05	CONNECTICUT CHANGES - CIVIL UNION
IL 01 58 04 98	IN CHANGES
IL 01 62 04 06	ILLINOIS CHANGES - DEFENSE COSTS
IL 01 65 07 02	ND CHANGES-EXAM OF YOUR & RECORDS
IL 01 67 07 02	MT CHANGES-CONFORMITY WITH STATUES
IL 01 68 05 02	TEXAS CHANGES-DUTIES
IL 01 79 10 02	OKLAHOMA NOTICE
IL 01 97 07 02	RHODE ISLAND CHANGES
IL 01 98 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 01 99 06 98	AR CHGS-TRANSFER OF RIGHTS OF RECOVERY
IL 02 04 11 06	IDAHO CHANGES-CANCELLATION/NONRENEWAL
IL 02 08 12 05	NJ CHANGES-CANCELLATION AND NONRENEWAL
IL 02 19 07 02	VT CHANGES - CANCELLATION & NONRENEWAL
IL 02 28 04 06	CO CHANGES-CANCELLATION AND NONRENEWAL
IL 02 31 07 02	ARKANSAS CHANGES-CANCELLATION
IL 02 32 09 02	SOUTH DAKOTA CHANGES-CANCELLATION
IL 02 34 12 03	ND CHANGES-CANCELLATION AND NONRENEWAL
IL 02 36 10 06	OK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 37 07 02	DE CHANGES-TERMINATION PROVISIONS
IL 02 43 01 06	MONTANA CHANGES
IL 02 44 11 05	OHIO CHANGES-CANCELLATION & NONRENEWAL
IL 02 45 09 03	MN CHANGES-CANCELLATION AND NONRENEWAL
IL 02 46 07 02	PA CHANGES-CANCELLATION & NONRENEWAL
IL 02 47 07 02	ME CHANGES-CANCELLATION AND NONRENEWAL
IL 02 49 07 02	SOUTH CAROLINA CHANGES-CANCELLATION
IL 02 50 07 02	TN CHANGES-CANCELLATION & NONRENEWAL
IL 02 51 02 04	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 52 10 05	WY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 58 07 02	AZ CHANGES-CANCELLATION & NONRENEWAL
IL 02 59 10 02	NE CHANGES-CANCELLATION AND NONRENEWAL
IL 02 60 07 05	CT CHANGES-CANCELLATION & NONRENEWAL
IL 02 61 07 02	KS CHANGES-CANCELLATION & NON-RENEWAL
IL 02 62 07 02	GA CHANGES-CANCELLATION & NONRENEWAL

INTERLINE ENDORSEMENTS (CONTINUED)

IL 02 63 07 02	KY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 65 07 02	HI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 66 07 02	UT CHANGES-CANCELLATION & NONRENEWAL
IL 02 68 11 05	NY CHANGES-CANCELLATION AND NONRENEWAL
IL 02 69 07 02	NC CHANGES - CANCELLATION AND NONRENEWAL
IL 02 70 11 04	CA CHANGES-CANCELLATION & NON-RENEWAL
IL 02 72 07 02	IN CHANGES-CANCELLATION & NONRENEWAL
IL 02 73 01 06	RI CHANGES-CANCELLATION & NONRENEWAL
IL 02 74 07 02	MO CHANGES-CANCELLATION & NONRENEWAL
IL 02 76 07 02	IA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 77 05 05	LA CHANGES-CANCELLATION AND NONRENEWAL
IL 02 78 07 02	DC CHANGES - CANCELLATION AND NONRENEWAL
IL 02 79 01 06	OR CHANGES-CANCELLATION AND NONRENEWAL
IL 02 80 06 03	AK CHANGES-CANCELLATION AND NONRENEWAL
IL 02 82 12 06	MS CHANGES-CANCELLATION AND NONRENEWAL
IL 02 83 07 02	WI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 86 07 02	MI CHANGES-CANCELLATION AND NONRENEWAL
IL 02 98 07 02	NEW MEXICO CHANGES-CANC & NON-RENEWAL
IL 09 10 07 02	PENNSYLVANIA NOTICE
IL 09 13 04 98	INSURANCE INSPCTN SERV EXEMPT FROM LIAB
IL F0 26 09 98	DES ENTITY-EARLIER NOT CANCEL/NONRENW-TX
IL F0 29 01 99	DES ENTITY-NOTICE OF CANC/NONREN PROVIDE
IL T3 05 12 99	INSURER AMENDMENT END
IL T9 11 01 89	NH-CHANGES

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

Includes the copyrighted material of Insurance Services Office, Inc. with its permission.

001467

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, and is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

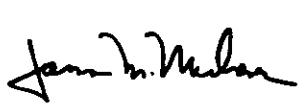
The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)



General Counsel & Secretary

Chairman of the Board & Chief Executive Officer

Includes the copyrighted material of Insurance Services Office, Inc. with its permission.

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM - COMPOSITE RATES

A. SCHEDULE

1. This endorsement modifies insurance provided under the following Coverage Part(s):

   COMMERCIAL GENERAL LIABILITY
   EMPLOYEE BENEFITS LIABILITY

2. This endorsement applies to the Declarations from 01-01-07 to 01-01-08 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.
3. Definition of Premium Base (Bases):

   PAYROLL

4. Exceptions (if any) to compositing of premium calculation:

5. Premium Schedule

COVERAGE		PREMIUM BASE
342 - 40050		PAYROLL
ESTIMATED EXPOSURE	**RATE**	**ADVANCE PREMIUM**
269,054,099	.043	$115,693

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

B. PROVISIONS

1. Referring to the Schedule above, the premium for the Coverage Parts shown in item 1, except with respect to any exceptions shown in item 3, shall be computed in accordance with the premium base (bases) and rate (rates) designated in item 5.
2. The premium for the excepted hazards shall be computed in accordance with the rates and rules filed by us or on our behalf.
3. The advance premium stated above is an estimated premium for the Declarations Period. Upon termination of this period, the earned premium shall be computed in accordance with the policy and this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us; if less, we shall return to you the unearned paid portion. Rates and premiums for any subsequent Declarations Periods shall be determined at the inception date of those respective periods and shall be specified in endorsements to be added to the policy. After termination of each period, the earned premium shall be computed in accordance with the policy and this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART

The Named Insured in Item **1.** of the Declarations is as follows:

The organization named in item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy.

Copyright, The Travelers Indemnity Company, 1994

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 90

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 90

NAME: AMERICAN WATER WORKS COMPANY, INC.

ADDRESS: 1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

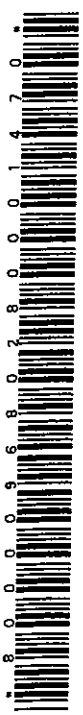
A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1998

GENERAL LIABILITY



TRAVELERS

One Tower Square, Hartford, Connecticut 06183

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-GLSA-260T3317-TIL-07
ISSUE DATE: 01-23-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 01-01-07 to 01-01-08 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Total General Aggregate Limit	$ 25,000,000
Personal & Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Dmge To Premises Rented To You Limit (any one premises)	$ 1,000,000
Medical Expense Limit (any one person)	$ 5,000

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: CORPORATION

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

TABLE OF CONTENTS

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01

SECTION I—COVERAGES

Beginning on Page

Coverage A - Bodily Injury and Property Damage Liability — Insuring Agreement 1
Exclusions 2

Coverage B - Personal and Advertising Injury Liability — Insuring Agreement 5
Exclusions 5

Coverage C - Medical Payments — Insuring Agreement 7
Exclusions 7

Supplementary Payments 7

SECTION II—WHO IS AN INSURED 8

SECTION III—LIMITS OF INSURANCE 10

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS 10

Bankruptcy 10
Duties in the Event of Occurrence, Claim or Suit 10
Legal Action Against Us 11
Other Insurance 11
Premium Audit 12
Representations 12
Separation of Insureds 12
Transfer of Rights of Recovery Against Others To Us 12
When We Do Not Renew 12

SECTION V—DEFINITIONS 12

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

© ISO Properties Inc., 2000

001473

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such

© ISO Properties Inc., 2000

premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

© ISO Properties Inc., 2000

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

© ISO Properties Inc., 2000

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

© ISO Properties Inc., 2000

001475

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding

© ISO Properties Inc., 2000

to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment

© ISO Properties Inc., 2000

interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

© ISO Properties Inc., 2000

2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

001477

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person

© ISO Properties Inc., 2000

or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-

© ISO Properties Inc., 2000

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

   If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

   c. All other parts of the world if the injury or damage arises out of:

      (1) Goods or products made or sold by you in the territory described in **a.** above;

      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

© ISO Properties Inc., 2000

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraph **f.** does not include that part of any contract or agreement:

   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical

© ISO Properties Inc., 2000

device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended

© ISO Properties Inc., 2000

use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

© ISO Properties Inc., 2000

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

© ISO Properties Inc., 2000

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

WATERCRAFT AMENDMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, Paragraph 2. Exclusions, subparagraph g. (2) (a) is amended to read:

(a) Less than 50 feet long; and

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

DEFINITIONS AMENDMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS:

Paragraph 21 is amended to include the following under "Your Product":

c. Water furnished by you to your customers.

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

BOATS

THE SCHEDULE ON ENDORSEMENT CG 24 12 11 85 IS AMENDED TO READ AS FOLLOWS:

DESCRIPTION OF WATERCRAFT

"ALL OWNED BOATS LESS THAN 25 FEET IN LENGTH OPERATING FOR WATER SYSTEM AND FACILITIES MAINTENANCE AND/OR WATER QUALITY SAMPLING/TESTING."

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

BOATS

THE SCHEDULE ON ENDORSEMENT CG 24 12 11 85 IS AMENDED TO READ AS FOLLOWS:

DESCRIPTION OF WATERCRAFT

"ALL OWNED BOATS LESS THAN 25 FEET IN LENGTH OPERATING FOR WATER SYSTEM AND FACILITIES MAINTENANCE AND/OR WATER QUALITY SAMPLING/TESTING."

direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

 Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

SUIT

"The definition of "Suit" **(SECTION V – DEFINITONS)** is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Copyright, 2005 The St. Paul Travelers Companies. All Rights Reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury"

 Copyright, The Travelers Indemnity Company, 2003

arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

Copyright, The Travelers Indemnity Company, 2003

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit' is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit' is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "Suit" **(SECTION V – DEFINITONS)** is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

 Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b.(1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. **SECTION III – LIMITS OF INSURANCE,** paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. **SECTION V – DEFINITIONS**

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "Suit" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

001487

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Copyright 2005 The St. Paul Travelers Companies, Inc.
All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY – LOUISIANA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b. (1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

l. Pollution

"Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1) SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

Section II – Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph 4., is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

SUIT

The definition of "Suit" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED – PARTNERSHIPS, JOINT VENTURES AND LIMITED LIABILITY COMPANIES NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

SECTION II – WHO IS AN INSURED is amended as follows:

(1) **4.a.** is eliminated and replaced by the following:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

(2) The last paragraph is eliminated and replaced by paragraphs **5.** and **6.** as follows:

5. If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph **6.** below.

The insurance provided under this paragraph **5.** shall be excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. Any partnership, joint venture or limited liability company shall be insured if:

(a) You are a 50% or more ownership partner or member thereof; and

(b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and

(c) You have reported to us in writing within ninety (90) days of the execution of such agreement.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS – REPORTING REQUIREMENTS – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph **a.** of Paragraph **1.**, **Insuring Agreement** of **Section I – Coverage C – MEDICAL PAYMENTS** is deleted and replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PERSONAL AND ADVERTISING INJURY LIABILITY – VERMONT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Paragraph **o. Personal And Advertising Injury,** Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal injury" or "advertising injury".

B. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; or

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b. (1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

© 2005 The St. Paul Travelers Companies, Inc.

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Advertising injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition under **PROVISION E.** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

j. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

C. SECTION II – WHO IS AN INSURED

The introductory sentence of paragraph **2. a. (1)** **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

2. a. (1) "Bodily injury" or "personal injury":

Section II - Who Is An Insured, paragraph **4. c.**, is deleted and replaced by the following:

4. c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. SECTION III – LIMITS OF INSURANCE, paragraph **4.**, is deleted and replaced by the following:

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

© 2005 The St. Paul Travelers Companies, Inc.

E. SECTION V – DEFINITIONS

ADVERTISEMENT

The definition of "Advertisement" **(SECTION V – DEFINITIONS)** is deleted in its entirety.

COVERAGE TERRITORY

The definition of "Coverage Territory", **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

PERSONAL AND ADVERTISING INJURY

The definition of "Personal and advertising injury" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;

b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

SUIT

The definition of "Suit" **(SECTION V – DEFINITIONS)** is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

© 2005 The St. Paul Travelers Companies, Inc.

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

RWE Aktiengesellschaft
Thames Water Aqua Holdings GmbH
Thames Water Plc
Thames Water Utilities
Thames Water Americas

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
   3593 Westover Road
   Orange Park, FL 32003

2. Name of Person or Organization (Additional Insured):
   NEF Development Corporation, Inc.

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

 Copyright, Insurance Services Office, Inc., 1994

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Policy Number:

Name of Person or Organization (Vendor):

Any vendor with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

Your Products: Any of "your products".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor.
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Copyright, Insurance Services Office, Inc., 1986, 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© ISO Properties, Inc., 2002

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

D.R. Horton, Inc. - New Jersey (dba SGS Communities)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOATS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Watercraft:

SEE ENDORSEMENT CG T8 08

facilities maintenance and/or water

Additional Premium:

$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Penn Eastern Railroad	Chester Valley Railroad - between Ross Rd & Upper Marion & Monroe Blvd., Bridgeport Boro, PA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
BNSF RAILWAY COMPANY PO BOX 300054 COLLEGE STATION, TX 77842-3054	PROJECT #17020306 TRACKING/ID #05--28296-0 PERPENDICULAR CROSSING AT MILE POST 18.30 FOR A DISTANCE OF 200 FEET

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

(c) ISO Properties, Inc., 2000

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
UNION PACIFIC RAILROAD COMPANY 1400 DOUGLAS STREET, STOP 1690 OMAHA, NE 68179	AIR VACUUM EXCAVATION A DOT CONTRACT #04-79 JOB #04-644-05 RR MILE POST 736.65 SR280 GILA RIDGE ROAD UTILITY LOCATING

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Any Railroad with whom you have a written contract, executed prior to loss.	Any job site designated in a written contract, executed prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

(c) ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – MENTAL ANGUISH

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to all operations, "bodily injury" in the **DEFINITIONS** section of this insurance is amended to include mental anguish.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – BODILY INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

With respect to all operations, "bodily injury" in the **DEFINITIONS** section of this insurance is amended to include mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Copyright, The Travelers Indemnity Company, 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. fire;

   b. explosion;

   c. lightning;

   d. smoke resulting from such fire, explosion, or lightning; or

   e. water.

   A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section **III**).

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. rupture, bursting, or operation of pressure relief devices;

   b. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

   c. explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part **6.** of LIMITS OF INSURANCE (Section **III**) is deleted and replaced by the following:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

4. Under DEFINITIONS (Section **V**), Paragraph **a.** of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. fire;

   b. explosion;

   c. lightning;

   d. smoke resulting from such fire, explosion, or lightning; or

   e. water.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE UNINTENTIONAL OMISSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **2.** (Duties in the Event of Occurrence, Offense, Claim or Suit):

1. Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

   Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.

3. However, this Provision **A.** does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

B. UNINTENTIONAL OMISSION

The following is added to Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **6.** (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision **B.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal, in accordance with applicable state insurance laws, codes or regulations.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL – AMENDMENT OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We agree with you that Part **4.** of the **DEFINITIONS** section is replaced by the following:

A. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, provided the injury or damage occurs in the course of travel or transportation between states, countries or nations included within the "coverage territory" as described in this endorsement.

(The following apply only if indicated by an "**X**")

☐ **3.** The following countries:

"Coverage territory" will also include anywhere else in the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **A.1.** or **A.3.**, but is away for a short time on your business.

☐ **4.** All other parts of the world excluding any country or jurisdiction which at the time of the "occurrence" or offense is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America, and also excluding

if the injury or damage arises out of:

a. Goods or products made or sold by you in the territory described in **A.1.** above; or

b. The activities of a person whose home is in the territory described in **A.1.** or **A.3.** above, but is away for a short time on your business; and

B. With respect to claims or "suits" caused by an "occurrence" within the "coverage territory" described in **A.3.** or **A.4.** above, the following conditions apply:

1. The coverage afforded hereunder shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

2. This insurance is not a substitute for "compulsory admitted insurance" in any jurisdiction described in **A.3.** or **A.4.** above, whether or not this insurance would qualify as "compulsory admitted insurance" in a given jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".

Copyright, The Travelers Indemnity Company, 2003

You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage afforded by this endorsement, but we will only be liable to the same extent we would have been liable had you maintained "compulsory admitted insurance".

"Compulsory admitted insurance" means insurance that is:

a. Required to be in-force to satisfy the legal requirements of a given jurisdiction; and

b. Issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located.

3. In any jurisdiction where we may be prevented by law or otherwise from paying settlements on behalf of you or investigating or defending "suits" brought against you, the following will apply:

   a. The provision of this Insuring Agreement reading "...we will pay..." in Part 1. of **COVERAGE A.** and **COVERAGE B.** (Section I – Coverages) is amended to read "...we will indemnify the insured...";

   b. You must arrange to investigate, defend or settle any claim or "suit";

   c. You will not make any settlement without our consent;

   d. We will pay expenses incurred with our consent.

(In addition to **B.1.** and **B.2.** above, the following will apply in place of **B.3.** if indicated by an "**X**")

☒ **4.** With respect to claims or "suits" brought outside the United States of America (including its territories and possessions), Puerto Rico and Canada:

   a. The provision of this Insuring Agreement reading "...we will pay..." in Part **1.** of **COVERAGE A.** and **COVERAGE B.** (Section I – Coverages) is amended to read "...we will indemnify the insured...";

   b. You must arrange to investigate, defend or settle any claim or "suit";

   c. You will not make any settlement without our consent;

   d. We will pay expenses incurred with our consent;

   e. We may, at our discretion, participate in the defense or settlement of any such claim or "suit".

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED NEWLY ACQUIRED OR FORMED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Provisions:

SECTION II – WHO IS AN INSURED

4.a. is eliminated and replaced by the following:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

Copyright, The Travelers Indemnity Company, 1996.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS BROAD FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SCHEDULE

Name of Person or Organization (Vendor):

Any vendor with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

Your products:

Any of "your products"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

B. PROVISIONS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "vendor") shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty, or any distribution or sale for a purpose unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
   g. The sole negligence of the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Copyright, The Travelers Indemnity Company.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED – PARTNERSHIPS, JOINT VENTURES AND LIMITED LIABILITY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

SECTION II – WHO IS AN INSURED is amended as follows:

(1) **4.a.** is eliminated and replaced by the following:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

(2) The last paragraph is eliminated and replaced by paragraphs **5.** and **6.** as follows:

5. If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph **6.** below.

The insurance provided under this paragraph **5.** shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. Any partnership, joint venture or limited liability company shall be insured if:

(a) You are a 50% or more ownership partner or member thereof; and

(b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and

(c) You have reported to us in writing within ninety (90) days of the execution of such agreement.

Copyright, The Travelers Indemnity Company, 2004.
Includes copyrighted material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
   That part of any premises leased to you.

2. Name of Person or Organization (Additional Insured):
   Any manager or lessor of premises with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

3. Additional Premium: $ Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, The Travelers Indemnity Company, 1995
Includes copyrighted material of Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but:
   a. Only with respect to liability because of "bodily injury" or "property damage" arising out of "your work" for that additional insured performed by you or for you; and
   b. Subject to any limitations in the written contract regarding the scope of the additional insured status.

   This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract and then only for the period of time required by the contract, but in no event beyond the expiration date of the policy.
2. The Limits of Insurance provided to such additional insured shall be:
   a. The limits which you have agreed to provide; or
   b. The limits shown on the Declarations

   whichever is less.
3. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
4. This insurance does not apply on any basis:
   a. To any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. To any person or organization who distributes or sells "your products" in the regular course of its business.
   c. To any person or organization from whom you have acquired any products, or any ingredient, part or container, entering into, accompanying or containing such products.
   d. To any manager or lessor of premises with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you.
   e. To any lessor of leased equipment.
   f. To any architect, engineer or surveyor for injury or damage arising out of:
      (1) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      (2) Supervisory, inspection or engineering services.

Copyright, The Travelers Indemnity Company, 1996.

001504

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SCHEDULE

Designated "Employee(s)" or "Volunteer Worker(s)":

All Employees.

B. PROVISIONS

1. Your "employees" designated in the Schedule above are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" designated in the Schedule above are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs **2.a.(1)(a)**, **(b)** and **(c)** and **3.a.** of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by this endorsement.
4. Subparagraph **2.a.(1)(d)** of SECTION II – WHO IS AN INSURED does not apply to the providing of or failing to provide professional health care services if such coverage is provided in an Incidental Medical Malpractice endorsement included in this policy.

 Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – PERSONAL INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

A. The **Contractual Liability** Exclusion of Part **2.**, **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (**SECTION I – COVERAGES**) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

B. Subparagraph **f.** of the definition of "insured contract" (**SECTION V – DEFINITIONS**) is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – SPONSORED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. WHO IS AN INSURED (Section II) is amended to include as an insured:
   a. Any nonprofit athletic or social organization sponsored by you, with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to any limitations in the written contract regarding the scope of the additional insured status; or
   b. Any athletic or social organization you sponsor for your employees.
2. An organization will be deemed to be sponsored by you if:
   a. You provide it with financial support; or
   b. It promotes, with your knowledge and consent, its association with you.
3. The Limits of Insurance provided to such additional insured shall be:
   a. The limits which you have agreed to provide; or
   b. The limits shown in the Declarations

   whichever is less.
4. This insurance is excess over any valid and collectible insurance available to such additional insured in Part 1. above of this endorsement unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

Copyright, Travelers Indemnity Company, 1998

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
County of Morris, Department of Finance

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Alhambra
111 South First Street
Alhambra, CA 91801

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Fulton County GA
Department of Public Works
Attn: Paul Williams
141 Pryor Street
Atlanta, GA 30303

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

 Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Folsom, Department of Public Works Its Officers, Employees and Agents
50 Natoma Street
Folsom, CA 95630

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

 Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Thousand Oaks
Public Works Department
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362-2903

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

D.R. Horton, Inc. - New Jersey (dba SGS Communities), its Subsidiaries, and Affiliated Companies as Owner and General Contractor.

PROJECT/LOCATION OF COVERED OPERATIONS:

Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Modern Continental and the MHD
600 Memorial Drive
Cambridge, MA 02139

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Hovnanian Enterprises, Inc., its subsidiaries and affiliated companies as owner and general contractor as additional insureds.

PROJECT/LOCATION OF COVERED OPERATIONS:
Any of your projects.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily

Copyright, The Travelers Indemnity Company

injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

5. As a condition of coverage, each additional insured must:

   a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".

   b.) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

   c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

   d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

Copyright, The Travelers Indemnity Company

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

Any person or entity with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

Union Railroad Company
135 Jamison Lane
P O Box 68
Monroeville, PA 15146

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

Transtar, Inc.
135 Jamison Lane
P O Box 68
Monroeville, PA 15146

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION--UNDISCLOSED EXPOSURES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

Your unintentional failure to disclose all exposures existing on the effective date of this policy for which coverage may exist under this policy will not be a reason by itself for us to deny coverage under this policy.

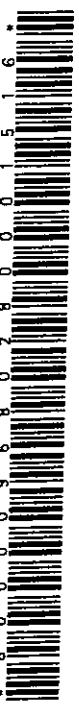
STATE APPLICABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT RELATED PRACTICES EXCLUSION:

CG F2 66 11 03 Applicable in the state of WA only.
CG F2 68 05 05 Applicable in the state of TX only.
CG D2 88 11 03 Applicable in all remaining states covered on this policy.



AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. Revised Exclusion f.

Exclusion f. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) is deleted and replaced by the following:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or

(e) If any such discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location commences in whole or in part before the policy period. All discharges, dispersals, seepages, migrations, releases or escapes of "pollutants" at or from any premises, site or location shall be deemed to commence at the time of the initial discharge, release or escape.

(f) With respects to all landfill operations, if the "bodily injury" or "property damage" is included within the "products-completed operations hazard".

Subparagraphs (a) and (f) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraphs (a) and (d) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

Subparagraphs (a) (b) and (c) do not apply to "bodily injury" or "property damage" if:

(1) The discharge, release or escape of "pollutants is either:

i. At or from any premises, site or location, other than at or from an "underground storage tank", which is owned or rented or loaned to, or managed by you during the policy period; or

ii. From a pipe containing sewage; and

(2) The discharge, release or escape of "pollutants" commences both abruptly and unexpectedly during the policy period and ends within a period of 7 consecutive days after the initial discharge, release release or escape; and

(3) The discharge, release or escape of "pollutants" becomes known to the insured and reported in writing to us within (30) days from its abrupt and unexpected commencement; and

(4) The "bodily injury" or "property damage" arises only out of the discharge, release or escape of "pollutants" described in (1), (2) and (3) above.

(2) (This insurance also does not apply to) "Pollution Costs."

II. COVERAGE D. Limited Coverage for Pollution Cost

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "Limited Covered Pollution Costs" to which this insurance applies. We will have the right and duty to defend any "suit" seeking "Limited Covered Pollution Costs". We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

(1) The amount we will pay for "Limited Covered Pollution Costs" shall be included within, and not in addition to, the each occurrence limit because of all "bodily injury" and "property damage" arising out of any one "occurrence" the total amount we will pay for "Limited Covered Pollution Costs" shall be included within and not in addition to the limits set forth in limits of insurance (Section III), paragraphs 2. and 3., whichever is applicable; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlement under coverages A or B, medical expenses under coverage C, or "Limited Covered Pollution Costs" under coverage D. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under supplementary payments - coverage A, B and D.

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

b. This insurance applies to "Limited Covered Pollution Costs" only if:

(1) The "Limited Covered Pollution Costs" result from an "occurrence" that takes place in the "Coverage Territory"; and

(2) The same "occurrence" which results in "Limited Covered Pollution Costs" also caused "bodily injury" or "property damage" to which coverage A applies.

2. Exclusions

This insurance does not apply to:

a. "Limited Covered Pollution Costs" incurred by any person or organization other than the named insured shown in the declarations.

b. "Limited Covered Pollution Costs" which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have to pay "Limited Covered Pollution Costs" in the absence of the contract or agreement.

c. "Limited Covered Pollution Costs" if the "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is not covered under Coverage A.

3. Supplementary Payment - Coverages A and B is amended to read:

Supplementary Payments - Coverages A, B and D.

III. Additional Definitions

The following shall be to definitions (Section V):

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Limited Covered Pollution Costs" means any cost or expense arising out of:

a. Any request, demand or order that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants"; or

b. Any claim or "suit" by or on behalf of a governmental authority demanding that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants".

AMENDMENT - POLLUTION EXCLUSION - INCLUDING LIMITED COVERAGE FOR POLLUTION COST - CONTRACTORS

"Limited Covered Pollution Costs" shall not include:

i. Punitive or exemplary damages, or statutory or administrative fines or penalties; or

ii. Salaries or benefits paid to your employees, or

iii. Any cost or expense arising out of any request, demand or order that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants" situated on any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to you; or

IV. Any cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority demanding that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or assess the effects of "pollutants" situated on any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to you.

"Pollution Costs" means any cost or expense arising out of:

a. Any request, demand or order that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or

b. Any claim or "suit" by or on behalf of a governmental authority demanding that the insured test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

"Underground Storage Tank" means any one or combination of tanks (including underground pipes connected thereto), the volume of which (including the volume of underground pipes connected thereto) is 10% or more beneath the ground surface or otherwise covered with earthen materials. Underground pipes means all underground piping, including but not limited to valves, elbows, joints, flanges and flexible connectors attached to a tank system.

EXCLUSION--ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

B. The Provision A. exclusion above does not apply to:

1. Water Testing Services performed by Belleville Lab; or

2. Any of your businesses not regulated as Public Utilities, including American Water Services and American Water Resources.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PROVISIONS

The definition of "property damage" in **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include loss of or damage to "electronic media and records".

As used in this definition, "electronic media and records" means:

a. Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;

b. Data stored on such media; or

c. Programming records for electronic data processing or electronically controlled equipment.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

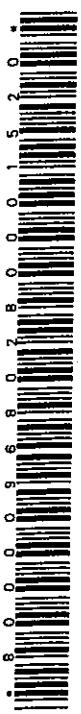
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNSOLICITED COMMUNICATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or "website injury" arising out of unsolicited communications by or on behalf of any insured. Unsolicited communications means any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the recipient has not specifically requested the communication. Unsolicited communications also include but are not limited to communications which are made or allegedly made in violation of the Telephone Consumer Protection Act and any amendments, and/or local or state statutes that bar, prohibit or penalize such communications.



Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR – ALASKA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

i. War

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage. If "bodily injury" or "property damage" is caused by a chain of events and the dominant cause of such "bodily injury" or "property damage" is not otherwise excluded, we will not deny coverage on the basis that a secondary cause of the "bodily injury" or "property damage" is excluded under this insurance.

B. The following exclusion is added to Paragraph **2.**, **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions:

This insurance does not apply to:

War

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury. If "personal injury" or "advertising injury" is caused by a chain of events and the dominant cause of such "personal injury" or "advertising injury" is not otherwise excluded, we will not deny coverage on the basis that a secondary cause of the "personal injury" or "advertising injury" is excluded under this insurance.

Copyright, The Travelers Indemnity Company, 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office Inc. with its permission.

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION-- EXCEPTION FOR SCHEDULED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Activity(ies): All activities in the States of Massachusetts, New Hampshire, and New Jersey which do not generate revenue to any insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

(2) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood; or

(3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

Copyright, Insurance Services Office, Inc., 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISDELIVERY OF LIQUID PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

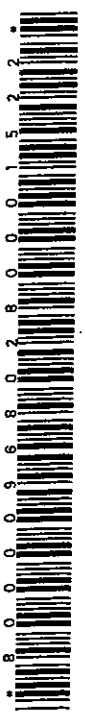
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion g. of COVERAGE A (Section I) does not apply to "bodily injury" or "property damage" arising out of:

1. The delivery of any liquid product into a wrong receptacle or to a wrong address; or
2. The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.



Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – HAZARDS OTHERWISE INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

POLICY NUMBER(S)	INSURER(S)
TC2-SCPP-232D8498	ST. PAUL FIRE AND MARINE INSURANCE CO.

This insurance does not apply to "bodily injury," "property damage," "advertising injury" or "personal injury" for which insurance is provided under any policy shown in the Schedule or any renewal thereof or which would have been provided but for the exhaustion of the limits of liability of such policy.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** – is amended by adding the following additional exclusion:

   (This Insurance does not apply to:)

   "Bodily injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

2. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** – is amended by adding the following additional exclusion:

   (This insurance does not apply to:)

   "Personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

Copyright, The Travelers Indemnity Company, 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION – ELECTRONIC DATA PROCESSING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to COVERAGES A and B (Section I):

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any act, error or omission with respect to "electronic data processing services" rendered by, or that should have been rendered by:

1. The insured; or
2. Any person or organization:
   a. For whose acts, errors or omissions the insured is legally responsible; or
   b. From whom the insured assumed liability by reason of a contract or agreement.
3. "Electronic Data Processing Services" is defined as: "The processing, gathering, interpreting, and transmitting of electronic data for reference or decision making, and the relaying of instructions on how the decisions should be implemented."

Copyright, The Travelers Indemnity Company, 1996.
Includes copyrighted material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

i. War

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

B. The following exclusion is added to Paragraph **2.**, **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions:

This insurance does not apply to:

War

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

Copyright, The Travelers Indemnity Company, 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The definition of "pollutants" in Section **V** – DEFINITIONS of this Coverage Part or in any endorsement to this Coverage Part is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;

b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;

c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and

d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;

2. The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:

(i) PERC for a dry cleaning business,; or

(ii) TCE, or any of the other items included as examples of "pollutants" in **b.** above, for degreasing operations;

3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in **a.** above, for a gasoline station; or

4. The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

© 2006, The St. Paul Travelers Companies, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

i. War

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions:

This insurance does not apply to:

War

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Copyright, The Travelers Indemnity Company, 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
CATASTROPHE UMBRELLA POLICY

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The definition of "pollutants" in Section **V** – DEFINITIONS of this Coverage Part or in any endorsement to this Coverage Part is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;

b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;

c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and

d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;

2. The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:

(i) PERC for a dry cleaning business,; or

(ii) TCE, or any of the other items included as examples of "pollutants" in **b.** above, for degreasing operations;

3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in **a.** above, for a gasoline station; or

4. The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

© 2006, The St. Paul Travelers Companies, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **e.** of Coverage **A** – Bodily Injury And Property Damage Liability (Section **I** – Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **e.** is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to an "employee" of the insured arising out of and in the course of:
   - **a.** Employment by the insured; or
   - **b.** Performing duties related to the conduct of the insured's business; or
2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

B. Paragraphs **2.a.(1)(a)**, **(b)** and **(c)** of Section **II** – Who Is An Insured apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **2.a.(1)** of **Section II – Who Is An Insured** is replaced with the following:

2. Each of the following is also an insured:
   - **a.** Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
     - **(1)** "Bodily injury" or "personal injury" or "advertising injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
       - **(b)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
       - **(c)** Arising out of his or her providing or failing to provide professional health care services.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – DEFINITION OF METATAG

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **Section V – Definitions**:

"Metatag" means hidden or embedded text or code that is not seen by persons viewing the web site, but that operates to attract search engines to that site.

B. Exclusion **k.** under paragraph **2.** of **Section I – Coverage B – Personal And Advertising Injury** is replaced by the following:

2. Exclusions

This insurance does not apply to:

k. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or "metatag", or any other similar activities that mislead another's potential customers.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1.a.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. Paragraph **1.a.** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** and **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

C. The following is added as Paragraph **e.** to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition (Paragraph **2.** of Section **IV – Commercial General Liability Conditions**):

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. The definition of "loading or unloading" in the **Definitions** Section does not apply.

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **(1)(a)** and **(b)** of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

B. The following exclusion is added to Paragraph **2., Exclusions** of **Coverage B – Personal And Advertising Injury Liability (Section I – Coverages)**:

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **(1)(a)** and **(b)** of this exclusion do not apply if such "personal injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1.a.** of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**. However, using up the Medical Expense Limit does not end our right and duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. Paragraph **1.a.** of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is replaced with the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**. However, using up the Medical Expense Limit does not end our right and duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

Copyright, The Travelers Indemnity Company, 2003

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – VIRGINIA EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

Paragraphs **1.**, **2.** and **4.** of **SECTION VI – EXTENDED REPORTING PERIODS** are deleted and replaced by the following:

1. We will provide an automatic Extended Reporting Period as described in paragraph **3.** or, if you purchase it, an Extended Reporting Period Endorsement as described in paragraph **4**, only if:

   a. The policy to which this Coverage Part is attached is cancelled or not renewed by either you or us for any reason other than nonpayment of premium or failure to comply with policy terms or conditions;

   b. We renew or replace this Coverage Part with other insurance that:

   (1) Has a Retroactive Date later than the date shown in this Coverage Part's Declarations; or

   (2) Does not apply to an act, error or omission on a claims-made basis;

   c. The coverage provided by this Coverage Part is terminated; or

   d. An exclusionary endorsement is attached at other than the first effective date of this Coverage Part. However, with respect to this provision **d.** only, any Extended Reporting Period applies only to the coverage which is newly excluded.

2. If we provide an Extended Reporting Period, the following is added to paragraph **1.b.** of **Insuring Agreement – SECTION I**:

   (3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

   The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

   Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this Coverage Part applies, except to the extent described as follows:

   If the optional Extended Reporting Period is in effect, we will provide the separate aggregate limits of insurance described below, but only for claims first received and recorded during the optional Extended Reporting Period.

   The separate aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

   Paragraphs **2.** and **3.** of **SECTION III – LIMITS OF INSURANCE** will be amended accordingly.

4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for three years, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

   a. Makes a written request for it which we receive within 60 days after the end of the policy period; and

   b. Promptly pays the additional premium when due.

   The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.

   The Extended Reporting Period Endorsement will also amend paragraph **4.a.** of **SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS** (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

© 2006 The St. Paul Travelers Companies, Inc.
Includes the copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The definition of "pollutants" in Section **V** – DEFINITIONS of this Coverage Part or in any endorsement to this Coverage Part is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;

b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;

c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and

d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;

2. The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:

(i) PERC for a dry cleaning business,; or

(ii) TCE, or any of the other items included as examples of "pollutants" in **b.** above, for degreasing operations;

3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in **a.** above, for a gasoline station; or

4. The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

© 2006, The St. Paul Travelers Companies, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUERTO RICO CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Wherever this Coverage Part requires any person to send any written material to us, such material may be sent directly to us or through any one of our authorized representatives.

B. The failure to give us prompt written notice of any "occurrence," offense, claim or "suit" or to send us copies of any demand, notice, summons or other legal papers received will not invalidate any claim made by the insured or free us from any responsibility in any "suit" if it can be shown not to have been reasonably possible to give the notice or forward the documents immediately, and that notice was given or the documents were sent as soon as reasonably possible.

C. Paragraph 3., LEGAL ACTION AGAINST US (Section IV – Commercial General Liability Conditions) applicable to any coverage afforded with respect to "occurrences" or offenses in Puerto Rico is replaced by the following:

No person or organization can sue us until the insured has fully complied with all of the terms of this Coverage Part.

D. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Coverage Part by mailing to us advance written notice of cancellation.
2. We may cancel this Coverage Part by mailing to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail our notice to the last address the first Named Insured has informed us of in writing or, otherwise, to the address shown in this Coverage Part.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. Any refund will be made within 15 days of a request by the first Named Insured for a refund; otherwise any refund will be made within 90 days of the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
6. Proof of mailing will be sufficient proof of notice.

Copyright, Insurance Services Office, Inc., 1992

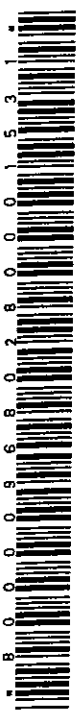
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS AND OKLAHOMA CHANGES TRANSFER OF RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.



Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CONTRACTUAL LIABILITY EXCLUSION AND SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.b.** of **Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

B. Section **I – Supplementary Payments – Coverages A And B** is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears

 Copyright, Insurance Services Office, Inc., 1997

to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The paragraph relating to prejudgment interest in **Supplementary Payments** Section **I** is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

B. With respect to the Duties Condition Section **IV**:

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of Paragraph **2.b.** is deleted.

3. The reference to Paragraph **d.** is amended to read Paragraph **e.**

4. The following is added:

d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph **2.a.** of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.

b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products–Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance is Used Up.

a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

(1) General Aggregate Limit (other than the Products–Completed Operations Aggregate Limit);

(2) Products–Completed Operations Aggregate Limit;

(3) Personal and Advertising Injury Limit;

(4) Each Occurrence Limit; or

(5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

(1) We will notify the first Named Insured, in writing, as soon as practicable, that:

(a) Such a limit has actually been used up; and

(b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

(1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or

(2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

Copyright, Insurance Services Office, Inc., 1991

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES—MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1.a.** of **Coverage C. Medical Payments** is replaced with the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period:

(2) The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

Paragraph **5.b.** of **Section IV – Conditions** is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

© ISO Properties Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES – PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

Paragraph **5.b.** of **Section IV – Conditions** is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is 30 days from the date of the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – DUTIES CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE **CG 04 35**
LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT **CG 04 36**
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PERSONAL INJURY LIABILITY ENDORSEMENT **CG 28 05**
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The following is added to the Duties Condition:

The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4. of Section II – Who Is An Insured is replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

Copyright, The Travelers Indemnity Company, 2000
Includes Copyrighted Material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – INSURED CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to COMMERCIAL GENERAL LIABILITY DEFINITIONS (Section V):

The definition of "Insured contract" is amended to add the following:

"Insured contract" does not include your liability to a third party by reason of a Claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if you have that liability because you have waived, in a contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act.

Copyright, The Travelers Indemnity Company, 2003

EMPLOYEE BENEFITS LIABILITY

001537

TRAVELERS One Tower Square, Hartford, Connecticut 06183

EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-GLSA-260T3317-TIL-07
ISSUE DATE: 01-23-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 01-01-07 to 01-01-08 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. **COVERAGE AND LIMITS OF INSURANCE**

Employee Benefits Liability Coverage Form	Limits of Insurance
Aggregate Limit	$ 1,000,000
Each Employee Limit	$ 1,000,000

2. **AUDIT PERIOD:** ANNUAL

3. **FORM OF BUSINESS:** CORPORATION

4. **RETROACTIVE DATE:**

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: 01-01-1970

5. **EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII – DEFINITIONS:**

* SEE ENDTS CG D3 55,CG F4 15 & CG T8 81

6. **DEDUCTIBLE:**

$* EACH EMPLOYEE

7. **PREMIUM COMPUTATION:**

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
		$ INCL	$

8. **NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

PRODUCER: MARSH USA-NYC NA026 OFFICE: HARTFORD 084

001538

TABLE OF CONTENTS

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM CG T1 01 CLAIMS MADE

SECTION I--COVERAGES

Beginning on Page

Employee Benefits Liability Coverage
- Insuring Agreement 1
- Exclusions 1

Supplementary Payments 2

SECTION II--WHO IS AN INSURED 2

SECTION III--LIMITS OF INSURANCE 2

SECTION IV--DEDUCTIBLE 3

SECTION V--EMPLOYEE BENEFITS LIABILITY CONDITIONS 3

- Bankruptcy 3
- Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage 4
- Duties in The Event of Act, Error or Omission 3
- Legal Action Against Us 4
- Other Insurance 4
- Premium Audit 4
- Representations 4
- Separation of Insureds 4
- Transfer of Rights of Recovery Against Others To Us 4

SECTION VI--EXTENDED REPORTING PERIODS 4

SECTION VII--DEFINITIONS 5

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII – DEFINITIONS.

SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error, or omission must be committed in the "administration" of your "employee benefit program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE:

(2) We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result: and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

b. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the policy period.

(1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.

(2) All claims for damages sustained by any one employee, including the employee's dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;

b. "Bodily injury" or "property damage" or "personal injury";

c. Loss arising out of failure of performance of contract by any insured;

d. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";

e. Any claim or suit based upon:

(1) failure of any investment to perform as represented by any insured, or

(2) advice given to any person to participate or not to participate in any plan included in the "employee benefit program";

f. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;

g. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended; or

h. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insured's act, error or omission in administering the plan which precluded the claimant from receiving such benefits.

3. **Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

d. All costs taxed against the insured in the "suit."

e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured.

c. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insureds, but only with respect to their liability as your directors or stockholders.

2. Each of the following is also an insured:

a. Each of your partners, executive officers and employees who is authorized to administer your "employee benefit program."

b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire, or form the organization or the end of the policy period, whichever is earlier:

b. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits."

d. Acts, errors or omissions which result in loss; or

e. Plans included in your "employee benefit program";

2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

   The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEDUCTIBLE

1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in Item 6 of the Declarations as applicable to "Each Employee." The limits of insurance applicable to "Each Employee" will be reduced by the amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.

2. The deductible amount stated in the Declarations applies to all damages sustained by an employee because of an act, error or omission covered by this insurance.

3. The terms of this insurance, including those with respect to:

   a. Our right and duty to defend any "suits" seeking those damages; and

   b. Your duties in the event of an act, error or omission claim, or suit apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In the Event Of Act, Error or Omission, Claim or Suit.**

   a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:

      (1) What the act, error or omission was and when it occurred.

      (2) The names and addresses of any employees who may suffer damages as a result of the act, error or omission.

      Notice of an act, error or omission is not notice of a claim.

   b. If a claim is received by any insured you must:

      (1) Immediately record the specifics of the claim and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damage to which this insurance may also apply.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. **Legal Action Against Us.**

   No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance.

This insurance is primary except when paragraph 4. of Section VI – Extended Reporting Periods applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against who claim is made or "suit" is brought.

8. **Transfer of Rights of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage:**

The following conditions also apply to this Coverage Part:

All conditions relating to cancellation, non-renewal, renewal, and reduction or deletion of coverage which would apply to a Commercial General Liability Coverage Part attached to this policy.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide an automatic Extended Reporting Period as described in paragraph 3. or, if you

purchase it, an Extended Reporting Period Endorsement as described in paragraph 4, only if:

a. This Coverage Part is cancelled or not renewed for any reason; or

b. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.

2. If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of INSURING AGREEMENT – SECTION I:

(3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.

3. The automatic Extended Reporting Period will be for 60 days, starting with the end of the policy period of this policy.

This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.

This automatic Extended Reporting Period may not be cancelled.

4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

a. Makes a written request for it which we receive within 60 days after the end of the policy period; and

b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

5. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limits of Insurance available under this Coverage Part for future payment of damages; and

d. Other related factors.

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

SECTION VII – DEFINITIONS

1. "Administration" means:

a. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting or terminating any employee's participation in a plan included in the "employee benefit program."

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

4. "Employee" means your officers, partners and employees whether actively employed, disabled or retired.

5. "Employee benefit program" means the following plans:

a. Group life insurance, group accident or health insurance, "profit sharing plans," pension plans and "stock subscription plans," provided that no one other than an employee may subscribe to such insurance or plans;

b. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

c. Any other similar plan designated in the Declaration or added thereto by endorsement.

6. "Personal injury" means injury other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

7. "Profit sharing plans" mean only such plans that are equally available to all full time employees.

8. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured.

9. "Stock subscription plans" mean only such plans that are equally available to all full time employees.

10. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED NEWLY ACQUIRED OR FORMED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

Provisions:

SECTION II – WHO IS AN INSURED

3.a. is eliminated and replaced by the following:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 90 days.

Copyright, The Travelers Indemnity Company, 1996.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This coverage part is amended as follows:

1. Under Section I – EMPLOYEE BENEFITS LIABILITY COVERAGE–Exclusion 2.c. is amended to read as follows:

   c. Loss arising out of failure of performance of contract by any insurer;

2. Under Section II – WHO IS AN INSURED–Item 1.b. is replaced by the following:

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – IRC VIOLATIONS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This insurance does not apply to:

a. Taxes, fines, or penalties imposed under the Internal Revenue Code or any similar state or local law; or

b. Loss or damages arising out of the imposition of such taxes, fines or penalties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – IRC VIOLATIONS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This insurance does not apply to:

a. Any taxes, fines, interest, penalties or other cost imposed under, or resulting from, any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law; or

b. Any expense, loss or damages (i) arising out of the imposition of such taxes, fines, interest, penalties or other charges or (ii) resulting from any provision of the Internal Revenue Code of 1986, as amended.

Copyright, The Travelers Indemnity Company, 1995

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION--C.O.B.R.A.

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS:

This insurance does not apply to damages arising out of an insured's failure to comply with Section 162 (k) of the Internal Revenue Code of 1954, as amended, that results in:

a) Pursuant to Section 162 (i) (2) of the Internal Revenue Code of 1954, as amended, the denial of tax deductions for employer contributions to any group health plan maintained by such employer; or

b) Pursuant to Section 106 (b) of the Internal Revenue Code of 1954, as amended, the inclusion in the gross income of an employee of the amount contributed by an employer on the employee's behalf to a group health plan maintained by such employer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSION-- EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

This insurance does not apply to loss arising out of:

1. The wrongful termination of an employee;
2. The coercion, demotion, reassignment, discipline, or harassment of an employee;
3. Discrimination against an employee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION–DAMAGES UNDER CERTAIN EMPLOYEE BENEFIT PROGRAMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. This insurance does not apply to damages arising out of the providing of employee benefits to a "highly compensated employee," "key employee," "principal shareholder or owner," or other employee for whom benefits are limited which cause an "employee benefit program" to fail any applicable discrimination requirement set forth in the Internal Revenue Code of 1986, as amended, which failure results in:
   a. The denial of tax deductions for employer contributions to any discriminatory "employee benefit program" maintained by such employer; or
   b. The inclusion in the gross income of a "highly compensated employee" or "key employee" of an amount contributed by an employer on that employee's behalf to an "employee benefit program" maintained by that employer.
2. This insurance does not apply to damages arising out of the disqualification of an "employee benefit program" or any other employer provided benefit plan or arrangement for favorable treatment under the Internal Revenue Code of 1986, as amended, or the regulations thereunder.

As used in this endorsement:

"Highly compensated employee" has the meaning given such term by Sections 105(h)(5), 125(e)(1) or 414(q) of the Internal Revenue Code of 1986, as amended, as applicable.

"Key employee" has the meaning given such term by Section 416(i)(1) of the Internal Revenue Code of 1986, as amended.

"Principal shareholder or owner" has the meaning given such term by Section 129(d)(4) of the Internal Revenue Code of 1986, as amended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

 Includes the copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The following exclusion is added to Paragraph 2. Exclusions of SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE:

This insurance does not apply to fines, penalties, punitive or exemplary damages.

Copyright, The Travelers Indemnity Company, 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISION – TEXAS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY POLICY
CEMETERY LIABILITY POLICY
MORTICIANS' PROFESSIONAL LIABILITY POLICY
BARBER SHOP/BEAUTY PARLOR MALPRACTICE LIABILITY POLICY

PROVISIONS

The Cancellation provision contained in the Common Policy Conditions of this policy is deleted in its entirety and the following Cancellation provision will apply:

A. CANCELLATION

1. You may cancel this policy by notifying us:
   a. Upon return of the policy, we will refund the unearned paid premium.
   b. The unearned paid premium will be determined on the applicable short rate procedures.
2. Except as provided in 3. below, we may not cancel this policy after the 60th day following the effective date of this policy.
3. We may cancel this policy at any time during the term of this policy for the following reasons:
   a. Fraud in obtaining coverage;
   b. Failure to pay premiums when due;
   c. An increase in hazard within your control which would produce an increase in rate;
   d. Loss of our reinsurance covering all or part of the risk covered by this policy; or
   e. Us being placed in supervision, conservatorship or receivership, if the cancellation or nonrenewal is approved or directed by the supervisor, conservator or receiver.
4. We must deliver or mail to you (the first-named insured) under this policy, at the address shown on this policy, written notice of cancellation of this policy not less than the 10th day before the date on which the cancellation takes effect.
5. At your option, we must renew this policy, unless we deliver or mail to you (the first-named insured) written notice of the nonrenewal of this policy at the address shown on this policy. The notice must be delivered or mailed not later than the 60th day before the date on which this policy expires. If notice is delivered or mailed later than the 60th day before the date on which this policy expires, the coverage shall remain in effect until the 61st day after the date on which the notice is delivered or mailed.

   Earned premium for any period of coverage that extends beyond the expiration date of this policy shall be computed pro rata based on the rate charged for this expired policy.

   The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.
6. In notice to you relating to cancellation or refusal to renew, we must state the reason for the cancellation or nonrenewal.
7. We may not cancel or refuse to renew this policy based solely on the fact that you (the first-named insured) or any other policyholders are elected officials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – NEBRASKA EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. Under SECTION VI – EXTENDED REPORTING PERIODS – item 1 is amended by adding the following items:

   c. We renew or replace this Coverage Part with other insurance that has lower LIMITS OF INSURANCE.

   d. We renew or replace this Coverage Part with other insurance with a rate increase of greater than 35%, exclusive of increase due to claims-made multiplier.

2. Under SECTION VI – EXTENDED REPORTING PERIODS:

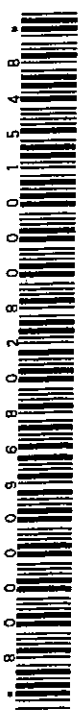
   a. The first sentence of item 4. is amended to read as follows:

   if you purchase the Extended Reporting Period Endorsement, the Extended Reporting period will be for six years, starting with the end of the policy period of this policy.

   b. Item 4.a. is amended to read as follows:

   a. (i) Makes a written request for it which we receive within 60 days after the end of the policy period; or

   (ii) With respect to an Extended Reporting Period Endorsement requested subsequent to a rate increase as described in item 1.d. of this Section, makes a written request for it which we receive within 30 days after receipt of complete renewal pricing or within 60 days after the end of the policy period whichever is later; and



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT – NORTH CAROLINA

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS:

1. We will also consider a claim to have been first made when we receive first notice during the policy period of a negligent act, error or omission in the "administration" of your "employee benefits program."

   This only applies if:

   (a) We receive the notice from an insured or from the party seeking damages;

   (b) The insured has reasonable knowledge that a negligent act, error or omission has occurred; and

   (c) The information we receive includes the name and address of the party who may suffer damages and a specific description of the loss or damage which may result.

2. SECTION IV – DEDUCTIBLE – is amended by replacing provision 1. with the following:

   1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in item 5 of the Declarations as applicable to "Each Employee." The "Aggregate Limit" and the "Each Employee Limit" shall not be reduced by the application of such deductible amount.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

The following additional conditions applies:

10. Your Right to Claim and Act, Error or Omission Information.

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding employee benefits liability claims–made coverage part we have issued to you during the previous three years:

a. A list or other record of each act, error or omission not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of this Section. We will include the date and brief description of the act, error or omission if that information was in the notice we received.

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. We will provide this information within 45 days of receipt of the request.

We compile claim and act, error or omission information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT--MARYLAND (CONFORMITY TO STATUTE)

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The terms of the Employee Benefits Liability Coverage Part which are in conflict with the statutes of the State of Maryland are hereby amended to conform to such statutes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT – NEW YORK

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. Under SECTION VII – DEFINITIONS – paragraph 5.b. of the definition of "employee benefit program" is deleted.
2. The following is added to Condition 2. of CONDITIONS (Section V):

   (e.) Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

3. Under SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE Provision 1. Insuring Agreement – is amended by adding the following:

   Our right and duty to defend apply even if any of the allegations of the suit are groundless, false or fraudulent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES – EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

A. SCHEDULE

Attorney's Fees for a Judgement of $ N/A

Additional Premium $ N/A

B. PROVISIONS

In any suit we defend in Alaska, our obligation under SUPPLEMENTARY PAYMENTS to pay all costs taxed against the insured is amended by the following:

1. We will pay attorney's fees awarded as costs up to an amount no greater than allowed for the prevailing party's attorney's fees under Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.
2. However, if a premium and a judgment amount are shown in the Schedule or in the Declarations, we will pay, instead of the attorney's fees provided in paragraph 1. above, attorney's fees awarded as costs up to the amount allowed for the prevailing party's attorney's fees under Civil Rule 82 for the judgment amount shown in the Schedule or in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES--DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT--EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The following is added to Condition 2. of CONDITIONS (Section V):

e. Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES--PREJUDGMENT INTEREST--EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS – EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Conditions is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES--PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The paragraph in the SUPPLEMENTARY PAYMENTS section relating to prejudgment interest is replaced by the following:

(1) Prejudgment interest awarded against you on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or

(2) If paragraph (1) above does not apply, prejudgment interest awarded against you on that part of the judgment we pay.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES--DUTY TO DEFEND--EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to paragraph 1.a. (3) of EMPLOYEE BENEFITS LIABILITY COVERAGE (Section I):

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragaraph of 1. Insuring Agreement of COVERAGE (Section I):

   Damages include prejudgement interest awarded against the insured.

3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT–FLORIDA EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

1. The following additional provision applies to SECTION VI–EXTENDED REPORTING PERIODS:

   6. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this Coverage Part applies, except to the extent described as follows:

      If the optional Extended Reporting Period is in effect, we will provide the separate aggregate limits of insurance described below, but only for claims first received and recorded during the optional Extended Reporting Period.

      The separate aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

      Paragraphs 2. and 3. of SECTION III–LIMITS OF INSURANCE will be amended accordingly.

2. Under SECTION VI–EXTENDED REPORTING PERIODS–the first sentence of item 4 is amended to read as follows:

   If you purchase the Extended Reporting Period Endorsement, the Extended Reporting period will be for three years, starting with the end of the policy period of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY AMENDATORY ENDORSEMENT – MARYLAND

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

The following additional items apply to SECTION VI – EXTENDED REPORTING PERIODS:

6. The Optional Extended Reporting Period endorse- ment in items 4 and 5 above is for a term of one year. The first Named Insured may also request the Special Optional Extended Reporting Period Endorsement which is of unlimited duration. We will issue that Endorsement if the first Named Insured shown in the Declarations:
   a. Makes a written request for it which we receive within 60 days after the end of the policy period;
   b. Promptly pays the additional premium when due; and
   c. The account meets our underwriting requirements.

   The Special Optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.

   If the Special Optional Extended Reporting Period Endorsement is issued paragraph 4.a. of SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) is amended so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

   We will determine the actual premium for the Special Optional Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured:
   b. Previous types and amounts of insurance;
   c. Limits of Insurance available under this Coverage Part for future payment of damages; and
   d. Other related factors.

   The premium for the Special Optional Extended Reporting Period Endorsement will be fully earned when the Endorsement takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – UTAH EBL

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

PROVISIONS

SECTION VI – EXTENDED REPORTING PERIODS – is amended by replacing the last paragraph of item 5 with the following:

"The premium for the Extended Reporting Period Endorsernent will not exceed 100% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect."

MULTIPLE SUBLINE ENDORSEMENTS

001555

MULTIPLE SUBLINE ENDORSEMENTS

DEDUCTIBLE SCHEDULE FOR CG D3 55 09 05

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

Deductible endorsement CG D3 55 09 05 schedule, to read as follows:

SCHEDULE

1. Deductible Amount for all coverages is $_1,000,000_ Each Occurrence (Commercial General Liability ("CGL")-Coverage A), or Offense (CGL-Coverage B), or medical expenses (CGL–Coverage C), or "limited covered pollution costs" (CGL-Coverage D) or Employee (EBL), or Each Common Cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement. The Deductible Amount applies (option that applies is indicated by "x"):
   a. ___ To combined damages, "limited covered pollution costs" (if applicable), "ALAE" and medical expenses; or
   b. ___ To combined damages, "limited covered pollution costs" (if applicable) and medical expenses, separately to "ALAE"; or
   c. ___ To damages, "limited covered pollution costs" (if applicable) and medical expenses only. You will reimburse us for the total amount of "ALAE" if the amount of damages, "limited covered pollution costs" (if applicable) and medical expenses is equal to or less than the Deductible Amount. If the amount of damages, "limited covered pollution costs" (if applicable) and medical expenses is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total damages, "limited covered pollution costs" (if applicable) and medical expenses payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   d. _X__ To damages, "limited covered pollution costs" (if applicable) and medical expenses only, with "ALAE" reimbursed by you for the total amount of "ALAE" regardless of the Deductible Amount.

2. Aggregate Deductible Limit $ _____

   It is adjusted based on: (option that applies is indicated by "x")
   a. ___ Negotiated rate of _____ per _____
      (enter rate) (enter exposure base)
      But in no event less than $_____, or
      (dollar amount)
   b. ___ Negotiated percentage of Standard Premium _____
      (enter percentage of Standard Premium)
      But in no event less than $ _____, or
      (dollar amount)
   c. _X__ No Aggregate Deductible Limit applies.

3. Claims Handling and other associated expenses:
   a. Claim Handling is (options that apply are indicated by "x")
      i. _X___ reimbursed by you as a percentage charge for each claim;
      percentage charge: __11.5%_____; or
      ii. ____ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ _____ ; or
      iii. ____reimbursed by you as a flat charge against the policy;
      flat charge $ _____.
   b. Charges other than Claim Handling are: (option that applies is indicated by "x")
      i. _X__ reimbursed by you at a rate of _.043_____ times exposure base
      of Audited GL Payroll_ per _$100_____; or
      ii. _____ reimbursed by you as a flat charge of _____ against the policy.

4. Maximum Loss Content (Applicable only if 2.c. of this Schedule is selected) (option that applies is indicated by "x")
   a. ____ Negotiated rate of _____ per _____
   (enter rate) (enter exposure base)
   But in no event less than $ _____, or
   (dollar amount)
   b. ____ Negotiated percentage of Standard Premium _____
   (enter percentage of Standard Premium)
   But in no event less than $ _____.
   (dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

DEDUCTIBLE SCHEDULE FOR CG F4 15 11 05

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

Dedeuctible endorsement CG F4 15 11 05 schedule, to read as follows:

SCHEDULE

1. Deductible Amount for all coverages is $___1,000,000_____ Each Occurrence (Commercial General Liability ("CGL")-Coverage A), or Offense (CGL-Coverage B), or medical expenses (CGL–Coverage C), or "limited covered pollution costs" (CGL-Coverage D) or Employee (EBL), or Each Common Cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement. The Deductible Amount applies (option that applies is indicated by "x"):
   a. ___ To combined damages, "limited covered pollution costs" (if applicable), "ALAE" and medical expenses; or
   b. ___ To combined damages, "limited covered pollution costs" (if applicable) and medical expenses, separately to "ALAE"; or
   c. ___ To damages, "limited covered pollution costs" (if applicable) and medical expenses only. You will reimburse us for the total amount of "ALAE" if the amount of damages, "limited covered pollution costs" (if applicable) and medical expenses is equal to or less than the Deductible Amount. If the amount of damages, "limited covered pollution costs" (if applicable) and medical expenses is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total damages, "limited covered pollution costs" (if applicable) and medical expenses payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   d. _X__ To damages, "limited covered pollution costs" (if applicable) and medical expenses only, with "ALAE" reimbursed by you for the total amount of "ALAE" regardless of the Deductible Amount.

2. Aggregate Deductible Limit $ _____

   It is adjusted based on: (option that applies is indicated by "x")
   a. ___ Rate of _____ per _____
      (enter rate) (enter exposure base)
      But in no event less than $ _____, or
      (dollar amount)
   b. ___ Percentage of Standard Premium _____
      (enter percentage of Standard Premium)
      But in no event less than $ _____, or
      (dollar amount)
   c. _X_ No Aggregate Deductible Limit applies.

3. Claims Handling and other associated expenses:
   a. Claim Handling is (options that apply are indicated by "x")
      i. _X___ reimbursed by you as a percentage charge for each claim;
      percentage charge: ___11.5%_____; or
      ii. _____ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ _____ ; or
      iii. _____reimbursed by you as a flat charge against the policy;
      flat charge $ _____.

b. Charges other than Claim Handling are: (option that applies is indicated by "x")
   i. __X__ reimbursed by you at a rate of __.043_____ times exposure base of _Audited GL Payroll_ per $100; or
   ii. ____ reimbursed by you as a flat charge of _____ against the policy.

4. Maximum Loss Content (Applicable only if 2.c. of this Schedule is selected) (option that applies is indicated by "x")
   a. ____ Rate of _____ per _____
      (enter rate) (enter exposure base)
      But in no event less than $ _____, or
      (dollar amount)
   b. ____ Percentage of Standard Premium _____
      (enter percentage of Standard Premium)
      But in no event less than $ _____.
      (dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

DEDUCTIBLE SCHEDULE FOR CG D3 55 02 05 & CG T8 81 09 05

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

Deductible endorsements CG D3 55 02 05, and CG T8 81 09 05 schedule, to read as follows:

SCHEDULE

1. Deductible Amount for all coverages is $1,000,000__ Each Occurrence (Commercial General Liability ("CGL")-Coverage A), or Offense (CGL-Coverage B), or Act, Error or Omission (Employee Benefits Liability ("EBL"), or Employee (EBL), or Each Common Cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement. The Deductible Amount applies (option that applies is indicated by "x"):
   a. ___ To combined damages and "ALAE"; or
   b. ___ Separately to damages and "ALAE"; or
   c. ___ To damages only. You will reimburse us for the total amount of "ALAE" if the amount of damages is equal to or less than the Deductible Amount. If the amount of damages is greater than the Deductible Amount, the "ALAE" amount which will be reimbursable by you will be a proportionate share calculated by dividing the Deductible Amount by the amount of total damages payable under the Policy and then multiplying the "ALAE" amount by that percentage; or
   d. _X_ To damages only, with "ALAE" reimbursed by you for the total amount of expense regardless of the Deductible Amount.

2. Aggregate Deductible Limit $ _____

   It is adjusted based on: (option that applies is indicated by "x")
   a. ___ Negotiated rate of _____ per _____
      (enter rate) (enter exposure base)
      But in no event less than $ _____, or
      (dollar amount)
   b. ___ Negotiated percentage of Standard Premium _____
      (enter percentage of Standard Premium)
      But in no event less than $ _____, or
      (dollar amount)
   c. _X_ No Aggregate Deductible Limit applies.

3. Claims Handling and other associated expenses:
   a. Claim Handling is (options that apply are indicated by "x")
      i. __X__ reimbursed by you as a percentage charge for each claim;
      percentage charge: ___11.5%_____; or
      ii. ____ reimbursed by you as a flat charge for each claim:
      flat charge per claim $ _____ ; or
      iii. ____reimbursed by you as a flat charge against the policy;
      flat charge $ _____.
   b. Charges other than Claim Handling are: (option that applies is indicated by "x")
      i. __X__ reimbursed by you at a rate of _____.043_____ times exposure base of Audited GL Payroll_ per $100; or
      ii. ____ reimbursed by you as a flat charge of _____ against the policy.

4. Maximum Loss Content (Applicable only if 2.c. of this Schedule is selected) (option that applies is indicated by "x")

a. ____ Negotiated rate of _____ per _____
(enter rate) (enter exposure base)
But in no event less than $ _____, or
(dollar amount)

b. ____ Negotiated percentage of Standard Premium _____
(enter percentage of Standard Premium)
But in no event less than $ _____.
(dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
[OTHER COVERAGES AS AGREED TO BY YOU AND US]

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense" under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense" incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or act, error or omission (EBL) or employee (EBL) or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of suits, and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, act, error or omission or employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") encompass the following costs of a carrier which can be directly allocated to a particular claim:
   a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;
      (5) Copies of documents such as birth and death certificates, medical treatment records;
      (6) Arbitration fees;

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim;

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses if the cost of such nurses is not included in losses, for services which are conducted as part of handling of a claim;

(9) Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

(1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

(2) Hospital and other treatment utilization reviews, including precertification/ preadmission, concurrent or retrospective reviews.

(3) Preferred Provider Network/Organization expenses.

(4) Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

e. The following Supplementary Payments:

(1) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

(4) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

(5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

(6) All costs taxed against the insured in the "suit".

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

c. Expenses which are defined as either an indemnity or medical loss.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The aggregate will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions.

SCHEDULE

SEE ENDORSEMENT CG T8 07

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
(OTHER COVERAGES AS AGREED TO BY YOU AND US)

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense", as well as Medical Payments under Coverage C ("medical expenses") and "limited covered pollution costs" (if applicable) under Coverage D under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense", as well as medical expenses and "limited covered pollution costs" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense", "limited covered pollution costs" and medical expenses incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or employee (EBL), or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of "suits", and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:
   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;

© 2005 The St. Paul Travelers Companies, Inc.

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage Part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages or medical expenses or "limited covered pollution costs" (if applicable) within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" and medical expenses and "limited covered pollution costs" (if applicable) within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance

© 2005 The St. Paul Travelers Companies, Inc.

with the cancellation conditions, as permitted by law.

SCHEDULE

SEE ENDORSEMENT CG T8 01

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT – CALIFORNIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
[OTHER COVERAGES AS AGREED TO BY YOU AND US]

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense", as well as Medical Payments under Coverage C ("medical expenses") and "limited covered pollution costs" (if applicable) under Coverage D under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense", as well as medical expenses and "limited covered pollution costs" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense", "limited covered pollution costs" and medical expenses incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or employee (EBL), or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of "suits", and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We will pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:
   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;

© 2005 The St. Paul Travelers Companies, Inc.

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage Part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages or medical expenses or "limited covered pollution costs" (if applicable) within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" and medical expenses and "limited covered pollution costs" (if applicable) within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

© 2005 The St. Paul Travelers Companies, Inc.

SCHEDULE

SEE ENDORSEMENT CG T8 06

© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
(OTHER COVERAGES AS AGREED TO BY YOU AND US)

SECTION III – LIMIT OF INSURANCE under the Commercial General Liability Coverage Form and Liquor Liability Coverage Form; and SECTION III LIMIT OF INSURANCE and SECTION IV DEDUCTIBLE under the Employee Benefits Liability Coverage Form are amended to include the following provisions:

1. Our obligation to pay damages and "Allocated Loss Adjustment Expense", as well as Medical Payments under Coverage C ("medical expenses") and "limited covered pollution costs" (if applicable) under Coverage D under this policy on behalf of the insured, applies only to the amount of damages and "Allocated Loss Adjustment Expense", as well as medical expenses and "limited covered pollution costs" which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "Allocated Loss Adjustment Expense", "limited covered pollution costs" and medical expenses incurred as the result of any one "occurrence" (CGL-Coverage A), or offense (CGL-Coverage B), or employee (EBL), or each common cause (Liquor Liability), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
   a. our right and duty with respect to the defense of "suits", and
   b. your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit", (as applicable)

   apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit" and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offense, employee, each common cause, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement).
   b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "Allocated Loss Adjustment Expense" incurred, by other insurers or any other entity.
5. "Allocated Loss Adjustment Expense(s)" (or "ALAE(s)") means our costs which can be directly allocated to a particular claim or "suit", listed as follows:
   a. Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
   b. Court, Alternate Dispute Resolution, and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
      (1) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
      (2) Expert medical or other testimony;
      (3) Autopsy;
      (4) Witnesses and summonses;

© 2005 The St. Paul Travelers Companies, Inc.

(5) Copies of documents such as birth and death certificates and medical treatment records;

(6) Arbitration fees;

(7) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";

(8) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit";

(9) Appeal bond costs and appeal filing fees.

c. All Supplementary Payments as described and included in the applicable Coverage Form or Coverage Part.

The following shall not be included as "Allocated Loss Adjustment Expense(s)":

a. Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses.

b. Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

6. The applicable limits of insurance (including aggregates) shall be reduced by the amount of any damages or medical expenses or "limited covered pollution costs" (if applicable) within the Deductible Amount. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any "ALAE" within the Deductible Amount.

7. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

Any recoveries hereunder shall be applied in the following order:

a. any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;

b. us for the amount paid hereunder;

c. all other interests (including the Insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.

8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages and "ALAE" and medical expenses and "limited covered pollution costs" (if applicable) within the Deductible Amount, pursuant to the option selected by you and so specified in that part of the Schedule. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible Limit may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 2. of the Schedule, subject to a negotiated minimum Aggregate Deductible Limit.

9. You shall reimburse us for the expenses stated in Item 3. of the Schedule pursuant to the options selected by you and so specified in that part of the Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible Limit (Item 2. of the Schedule) or the Maximum Loss Content (Item 4. of the Schedule), whichever is applicable.

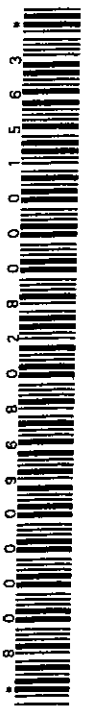
10. As an alternative to an Aggregate Deductible Limit for coverages contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement, you may agree to a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "ALAE" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retained limit for any policy listed in Item 4. of the Schedule, shall be limited to the amount so specified as the Maximum Loss Content in the Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so specified in Item 4. of the Schedule, subject to a negotiated minimum Maximum Loss Content.

11. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

© 2005 The St. Paul Travelers Companies, Inc.

SCHEDULE

SEE ENDORSEMENT CG T8 07



© 2005 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Provisions

1. Injury, damage or loss might be covered by this policy and also by other policies issued to you by us or any Travelers affiliate. When these other policies contain a provision similar to this one, the amount we will pay is limited. The maximum that we will pay under all such policies combined is the highest limit that applies in any one of these policies.
2. This does not apply to any personal liability policy or to any Umbrella, Excess or Protective Liability Policy.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **b.** of the **Premium Audit** Condition **Section IV** is replaced by the following:

PREMIUM AUDIT

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The **Legal Action Against Us** Condition (Section **IV** – Conditions) is replaced by the following:

Legal Action Against Us

A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS

This endorsment modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

   a. Exists at the time of the loss; and

   b. Either increases the risk at the time of the loss or contributes to the loss.

   The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

   In the event of any payment under this Coverage Part, we will be entitled to the insureds rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

   Any provision of this policy (including endorsments which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

   The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. § 227.11(2) and published in the Wisconsin Adminstrative Code.

 Copyright, Insurance Services Office, Inc., 1984, 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph **1.a.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

B. The following is added as the final full paragraph of Paragraph **1.**, **Insuring Agreement** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:

Damages include prejudgment interest awarded against the insured.

C. Paragraph **1.f.** dealing with prejudgment interest in Section **I – Supplementary Payments – Coverages A And B** is deleted.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Any Condition titled:

Duties in the Event of Occurrence, Offense, Claim or Suit

Duties in the Event of Occurrence, Claim or Suit

Duties in the Event of Injury, Claim or Suit

Duties in the Event of A Pollution Incident, Claim or Suit

Insured's Duties in the Event of a Loss

Duties in the Event of An Underground Storage Tank Incident

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us."

B. The Legal Action Against Us Condition does not apply.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
   a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
   b. For a reason other than nonpayment of premium, we will mail the notice at least:
      (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
      (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The policy was obtained through a material misrepresentation;
   c. Any insured has violated any of the terms and conditions of the policy;
   d. The risk originally accepted has measurably increased;
   e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
   f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this Coverage Part by mailing to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written For More Than One Year

(1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph **6.** of the **Cancellation** Common Policy Condition is replaced by the following:

A certificate of mailing will be proof of mailing and sufficient proof of notice.

D. The following condition is added and supersedes any provisions to the contrary:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:

a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;

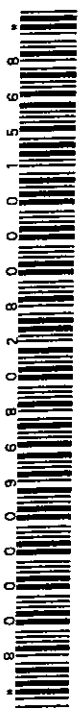
© ISO Properties, Inc., 2003

b. We have indicated our willingness to renew this Coverage Part to you or your representative;

c. You have notified us or our agent that you do not want to renew this Coverage Part; or

2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

A certificate of mailing will be proof of mailing and sufficient proof of notice.



© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added and supersedes any other provision to the contrary:

© ISO Properties, Inc., 2006

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

B. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us Condition** under **Section IV – Commercial General Liability Conditions**:

Our rights do not apply against any person or organization insured, under this or any other Coverage Part we issue, with respect to the same "occurrence".

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – MULTI-YEAR POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Common Policy Conditions:

G. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

Copyright, Insurance Services Office, Inc., 1987, 1990

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than $25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than $300,000.

However, the Association will not:

(1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or

(2) Return to an insured any unearned premium in excess of $25,000.

These limitations have no effect on the coverage we will provide under this policy.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The **Transfer Of Rights Of Recovery Against Others To Us** Condition **Section IV – Conditions** is replaced by the following:

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization, and the insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the insured's right to be fully compensated.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

© ISO Properties, Inc., 2004

INTERLINE ENDORSEMENTS

001572

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

PROVISIONS

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a program under which the Federal Government will partially reimburse *"Insured Losses"* caused by certain *"Acts of Terrorism"* (each as defined in the Act).

The Federal Government's share of compensation for *Insured Losses* in each year up to and including calendar year 2006 is 90% of the amount of *Insured Losses* in excess of each *Insurer's* statutorily established deductible for that year, subject to the *"Program Trigger"* (as defined in the Act). For calendar year 2007 the Federal Government's share is 85% of the amount of Insured Losses in excess of each *Insurer's* deductible, subject to the *Program Trigger*. In no event, however, will the Federal Government or any *Insurer* be required to pay any portion of the amount of aggregate *Insured Losses* occurring in any one year that exceeds $100,000,000,000, provided that such *Insurer* has met its deductible.

The charge for *Insured Losses* for each Coverage Part to which this endorsement applies is included in the total premium for each Coverage Part indicated in the premium schedule. The charge for each coverage is indicated below and/or on the premium schedule, and does not include any charges for the portion of losses covered by the federal government under the Act.

- **1% of each applicable Commercial Liability Coverage premium.**

© 2006 The St. Paul Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
ENVIRONMENTAL HAZARD POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© Travelers Indemnity Co., 2003
Incorporates material © ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The Insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

Copyright, Insurance Services Office, Inc., 1997

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties;

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material";

   "Source material", "special nuclear material," and "by-product material" have the meanings given

© ISO Properties, Inc., 2001

them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage:"

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties;

   "Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

© ISO Properties, Inc., 2001

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel," or **(3)** handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

   (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

   (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

   (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

   (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

© ISO Properties, Inc., 2001

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage:"

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

      (1) The "nuclear material" (a) is at any "nuclear facility" owned by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" include radioactive, toxic or explosive properties;

   "Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

Copyright, Insurance Services Office, Inc., 1983, 1984

001579

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 1983, 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

   "Source material", "special nuclear material", and "by-product material" have the meanings given

© ISO Properties, Inc., 2001

them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Paragraph **A.** in Section **II** – Liability Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A** – Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

© ISO Properties, Inc., 2006

001581

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Attorney's Fees
for a Judgment of $ N/A

Additional Premium $ N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – STATUTORY LIABILITY

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUEST'S PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUEST'S PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
FARM COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. In addition to paying and satisfying judicial judgments rendered against you* in consequence of claims to which this Coverage Part applies, we will protect you* against the levy of executions issued on such judgments or claims against you*.

B. We may, without your* consent, continue litigation after a judgment has been rendered with respect to your* legal liability under this Coverage Part for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.

C. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this Coverage Part must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:

1. Judicial judgment; or
2. An agreement between the parties involved with our written consent.

D. In the event of your* bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against you* may bring suit against us, provided:

1. The judgment was for damages covered by this policy; and
2. The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

E. Payment by you* of any judicial judgment or claim for any of our liability under this Coverage Part will not deprive you* of the right to bring action against us.

* For the Businessowners Policy, Commercial General Liability Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Pollution Liability Professional Liability Coverage Part, Coverage Part, Professional Liability Coverage Part, Products/ Completed Operations Liability Coverage Part and Railroad Protective Liability Coverage Part, the word "you" is replaced by the term "the insured" and the word "your" is replaced by the term "the insured's."

Copyright, Insurance Services Office, Inc., 1997

001582

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The paragraph in the Supplementary Payments Section relating to prejudgment interest is replaced by the following:

1. Prejudgment interest awarded against you* on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or
2. If Paragraph **1.** above does not apply, prejudgment interest awarded against you* on that part of the judgment we pay.

* For the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners And Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Professional Liability Coverage Part, Railroad Protective Liability Coverage Part and the Underground Storage Tank Policy the word you is replaced by the term "the insured".

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. a. We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Substantial increase in hazard;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

B. Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

(a) We have indicated a willingness to renew;

(b) We refuse to renew due to nonpayment of premium;

(c) You do not pay any advance premium required by us for renewal; or

(d) Any property covered in this policy is insured under any other insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2002

MANDATORY PREMIUM AND COVERAGE CONDITIONS ENDORSEMENT – PUERTO RICO

It is hereby understood and agreed that pursuant to the regulations approved by the Commissioner of Insurance of Puerto Rico, this policy is amended according to the following conditions and stipulations:

1. **Policy Premium Paid in Full by You:** If the premium for this policy is to be paid by you in its entirety and is not subject to any form of financing as contemplated by this endorsement, insurance coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the total premium is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.
2. **Policy Premium Subject to Our Deferred Payment Plan:** If we have available a deferred payment plan duly approved by the Commissioner of Insurance of Puerto Rico under which the premium for this policy will be paid, insurance coverage will be afforded only if the initial or down payment under said payment plan is paid to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the initial or down payment is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.
3. **Policy Premium to be Financed as Part of a Financing or Leasing Transaction:** If the premium for this policy is being financed in its entirety (and accordingly no initial or down payment is made by you) in connection with the financing or leasing of property, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.
4. **Policy Premium to be Financed by a Financing Institution or by a Bank:** If the premium for this policy is financed through a financing institution or by a bank in a situation not covered by the preceding Section **3,** this policy will be effective on the date the down payment of at least 20% of the total annual premium to be paid by you, together with the corresponding premium finance contract duly executed, are received by us or our authorized representative.

   In the event the financing institution or the bank does not make the total corresponding payment and said payment is not received by us or our authorized representative within the thirty (30) days following the inception date of the policy, we will cancel the policy in accordance with the cancellation clause of this policy.
5. **Policy Premium to be Paid Under an Escrow Account:** If this policy is issued in connection with the financing or leasing of property and the premium for this policy is to be paid from funds proceeding from an escrow account, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

   In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.
6. **Policy Premium to be Paid Under an Escrow Account (Condominium Policies Only):** If this policy is issued for a condominium and 25% or more of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received the premiums thus deposited from the bank or financial institution within thirty (30) days following the last day of the month on which the policy is to enter into effect, and if we have received from you the remaining premium within sixty (60) days following the effective date of the policy.

© ISO Properties, Inc., 2003

If this policy is issued for a condominium and less than 25% of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received from you 25% of the total premium at the time this policy enters into effect and the remaining premium is received by us within sixty (60) days following the effective date of the policy.

In the event full payment of the premium corresponding to this policy is not received by us or our authorized representative by the expiration dates indicated above, insurance coverage under this policy will be cancelled on the date in which the premiums paid are used up. We will send you a notice of cancellation, in accordance with the cancellation clause of this policy, indicating when this cancellation will be effective.

7. **Policy Premium to be Partly Paid with Proceeds of Single Interest Insurance Cancellations:** If a portion of the total premium for this policy will be paid with the proceeds of the premium return resulting from the cancellation of a single interest policy or certificate, this policy will be effective as of the date the greater of the following amounts is paid to, and received by, us or our authorized representative:

   a. 20% of the annual premium corresponding to this policy, or

   b. the difference between the total premium payable under this policy and the proceeds of the premium return resulting from the cancellation of the single interest policy or certificate.

   In the event said premium return is not received by us or our authorized representative within the sixty (60) days following the end of the month in which this policy became effective, we will mail you a notice of cancellation in accordance with the cancellation clause of this policy, to be effective on the date the premium paid by you is exhausted.

8. **Endorsement Premium:** Endorsements issued after the inception date of this policy, affording additional insurance and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representative. This procedure will be followed if the premium for this policy has been paid in full by you or has been financed by the bank or financing institution. If the premium for this policy is subject to a deferred payment plan the aforesaid endorsement shall not be effective until a down payment of the additional premium in accordance with such plan is paid to, and received by, us or our authorized representative, and accordingly subsequent payments of the plan are amended to include the unpaid portion of the additional premium for the endorsement.

9. **Premium Corrections:** Any additional premium due resulting from changes in rates, classifications, premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid in full within thirty (30) days from the date of billing of the corrective endorsement. If the payment corresponding to this policy is subject to a deferred payment plan or a premium financing contract, a down payment of the additional premium in accordance with such plan or financing contract shall be paid to, and received by, us or our authorized representative within that same thirty (30) day period and accordingly subsequent payments of the plan will be amended to include the unpaid portion of the additional premium for the endorsement. Otherwise, we shall mail to you a notice of cancellation in accordance with the cancellation clause of this policy using the sum of the original premium plus the premium of the corrective endorsement as the basis for the calculation of the amount of premium return due to you, if any.

10. **Late Payments:** If payment is received after the specified due date, we will proceed as follows:

    a. For new policies (Sections **1** and **2** above) we will issue a change of effective date of coverage notice stating:

       (1) that the insurance afforded under the policy is effective as of the date of receipt of the applicable premium payment,

       (2) the resulting amended inception and expiration dates of the policy, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and

       (3) the corresponding period of time during which coverage is not afforded under the policy.

    b. For premium correction endorsements (Section **9** above) we will issue, subject to the applicable regulations, a limited reinstatement notice stating:

© ISO Properties, Inc., 2003

(1) that the insurance afforded by the policy will be reinstated as of the date of receipt of the applicable additional premium payment,

(2) the period for which coverage is not afforded, and

(3) the amount of premium return due to you, if any.

11. **Cancellation of Policy:** Upon failure in the payment of any premium when due under a policy in force, we must, within the next twenty (20) days following the due date, issue a notice of cancellation in accordance with the provisions of this policy.

12. **Definition of Authorized Representative:** Authorized representative for the purpose of this endorsement means a general agent, an authorized policywriting agent, or a person duly authorized in writing by us for premium collection purposes.

13. This mandatory endorsement supersedes any other conditions to this effect in the policy to which it is attached.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:

a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

(1) At our request;

(2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) And rewritten by us or a member of our company group; or

(4) After the first year, if it is a prepaid policy written for a term of more than one year.

b. When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:

a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or

b. 45 days before the expiration date if the nonrenewal is for any other reason.

2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Connecticut law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

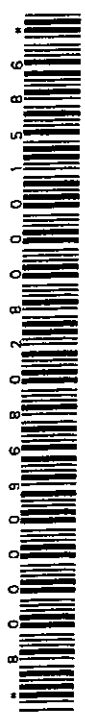
This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

* Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.



Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability; Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section **II** – Liability Coverage in Paragraph **A.** Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A.** Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. Except as provided in **2.** below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
   a. The expiration date of the policy; or
   b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

   unless you agree in writing to extend the audit period.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

© ISO Properties, Inc., 2001

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

When an insurer or its agents recover payment on a casualty loss from a third party through subrogation, the insurer must first pay the insured the deductible portion of the casualty loss, less the prorated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

B. The following provision is added:

DIRECT LIABILITY OF INSURERS

We will be directly liable for those sums the insured becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the insured becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

© ISO Properties, Inc., 2001

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY-PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY-SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **1.** and **2.** of the **Cancellation** Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. Policies In Effect

a. 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run 5 days following the date of postmark; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 60 Days

If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which increase any hazard insured against;

(4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

(5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;

(6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or

(7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

© ISO Properties, Inc., 2006

001591

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run 5 days following the date of postmark; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.b.** above.

B. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
4. We need not mail or deliver this notice if:
   a. We have offered to renew this policy;
   b. You have obtained replacement coverage; or
   c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
   a. 30 days after notice is given; or
   b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

© ISO Properties, Inc., 2005

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

© ISO Properties, Inc., 2005

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
   a. Certified mail; or
   b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
   a. Replaced coverage elsewhere; or
   b. Specifically requested termination.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of Policies in Effect for Less than 60 Days.

   If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

   a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or

   b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

   If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.
3. Cancellation of Policies in Effect For 60 Days or More

   If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. Nonpayment of premium;

   b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

   c. Violation of any provisions of this policy; or

   d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

   If we cancel this policy for one of the reasons specified in Paragraph **3.**, we will cancel only in the following manner:

   a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

   Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

© ISO Properties, Inc., 2001

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any WHEN WE DO NOT RENEW Condition is deleted.

The following Conditions are added:

1. WHEN WE DO NOT RENEW

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

(1) Expiration of the policy; or

(2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

(1) If we have indicated a willingness to renew;

(2) In case of nonpayment of premium;

(3) If you do not pay any advance premium required by us for renewal; or

(4) If any property covered in this policy is insured under any other insurance policy.

2. RENEWAL

a. If we:

(1) Elect to renew this policy; and

(2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph **a.**, you will have renewal coverage. The renewal coverage will be at the rates:

(1) In effect under the expiring or expired policy; or

(2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph **b.** does not apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

(1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

© ISO Properties, Inc., 2005

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us or at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the policy, we will retain no less than $100 of the premium, subject to the following:

(1) We will retain no less than $250 of the premium for the Boiler And Machinery Coverage Part.

(2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.

(3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain $100 or the premium shown in the Declarations, whichever is greater.

(4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than $100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

© ISO Properties, Inc., 2001

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. Subject to Paragraph **7.c.**, if we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

(1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;

(2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:

   a. Its expiration date; or

   b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

   However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

(a) Nonpayment of premium;

(b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;

(d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

(e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(g) Your violation or breach of any policy terms or conditions; or

(h) Such other reasons as are approved by the director of insurance.

B. The following condition is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by Paragraphs **2.** and **3.** below, except to the extent that Item **B.** of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation; or

(2) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

(1) Nonpayment of premiums;

(2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) The "insured's" actions that have substantially increased or substantially changed the risk insured;

(4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

(5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;

(7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards;

© ISO Properties, Inc., 2003

(9) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to Covered Property or the occupancy thereof which substantially increases any hazard insured against; or

(10) Certain conditions exist, as stated in Paragraph **B.** of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

(a) 5 days before the effective date of cancellation for any condition stated in Paragraph **B.** of this endorsement;

(b) 10 days before the effective date of cancellation for nonpayment of premium; or

(c) 30 days before the effective date of cancellation for any reason stated in Paragraphs **2.b.(2)** through **(9)** above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(9)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(9)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. We may also cancel the policy if one or more of the following conditions exist:

1. Buildings with at least 65% of the rental units in the building unoccupied.

2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.

3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.

4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.

5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.

6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.

7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.

8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.

9. Buildings with any of the following conditions:

a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.

b. Failure to correct conditions dangerous to life, health, or safety.

c. Failure to maintain the building in accordance with applicable law.

d. Failure to pay property taxes for more than one year.

10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:

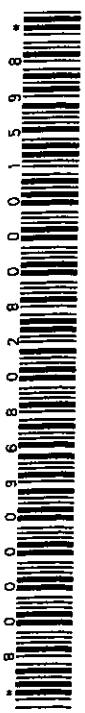
a. 60 days prior to the expiration date of the policy, except as provided in Paragraph **b.**; or

b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

© ISO Properties, Inc., 2003

The notice of nonrenewal will state our reason for nonrenewal.

2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
   a. Insured elsewhere;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal.



© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

(4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

© ISO Properties, Inc., 2006

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will **not** provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. **Premium Or Coverage Changes At Renewal**

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

(1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES – TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. With respect to the:

Farm Property-Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; Commercial Property Coverage Part; and Capital Assets Program (Output Policy) Coverage Part;

if the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:

      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      b. 30 days before the effective date of cancellation if we cancel for any other reason.

   After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

      (1) Nonpayment of premium;

      (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

      (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;

      (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

      (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

      (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or

      (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

2. The following Condition is added:

   NONRENEWAL

   a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date,

© ISO Properties, Inc., 2001

or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If Cancellation Changes **CP 02 99** is attached to the Commercial Property Coverage Part, Paragraph **E.2.** of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

CAPITAL ASSETS PROGRAM COVERAGE FORM (OUTPUT POLICY)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM;

COMMERCIAL LEGAL LIABILITY PROPERTY – COVERAGE FORM;

COMMERCIAL MORTGAGE HOLDER'S PROPERTY – ERRORS AND OMISSIONS COVERAGE FORM;

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM;

FARM LIABILITY COVERAGE FORM;

LIQUOR LIABILITY COVERAGE FORM;

POLLUTION LIABILITY COVERAGE FORM;

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM; and

PROFESSIONAL LIABILITY COVERAGE FORM;

the following Condition is added and supersedes any other condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

3. If notice of nonrenewal is mailed, it will be sent by certified mail.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to other than the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies

a. Midterm Cancellation

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

(1) If this policy has been in effect for less than 60 days, except as provided in Paragraph **2.a.(3)** below, we may cancel for any reason.

(2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

(a) Failure to pay a premium when due;

(b) Material misrepresentation;

(c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(d) Substantial breaches of contractual duties, conditions or warranties;

(e) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

(f) Financial impairment of us; or

(g) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph **2.a.(2)** above.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

© ISO Properties, Inc., 2005

2. **Cancellation Of Policies**

   a. **Midterm Cancellation**

      (1) We may cancel this policy for nonpayment of premium by mailing or delivering written notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

      (2) We may cancel this policy based on the reason(s) stated in Paragraph **2.a.(2)(a)** or **(2)(b)** by mailing or delivering written notice of cancellation to the first Named Insured at least 45 days before the effective date of cancellation:

         (a) If this policy has been in effect for less than 60 days, except as provided in Paragraph **2.a.(3),** we may cancel for any reason.

         (b) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

            (i) Material misrepresentation;

            (ii) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

            (iii) Substantial breaches of contractual duties, conditions or warranties;

            (iv) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

            (v) Financial impairment of us; or

            (vi) Such other reasons that are approved by the Commissioner of Insurance.

      (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph **2.a.(2)(b)** by mailing or delivering written notice to the first Named Insured at least 45 days before the effective date of cancellation.

   b. **Anniversary Cancellation**

      We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

C. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

   5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

D. Any **When We Do Not Renew** Condition is deleted.

   The following **When We Do Not Renew** Condition is added:

   1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.

   2. We need not mail or deliver this notice if:

      a. You have purchased insurance elsewhere;

      b. You have accepted replacement coverage;

      c. You have requested or agreed to nonrenewal; or

      d. This policy is expressly designated as nonrenewable.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;

d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the notice of cancellation at least:

a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.

5. The notice of cancellation will:

a. State the effective date of cancellation. The policy period will end on that date.

© ISO Properties, Inc., 2005

b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.

2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.

3. Proof of mailing will be sufficient proof of notice.

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.

2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

   b. 30 days before the effective date, if we cancel for any other reason.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provisions apply except when Paragraph **C.** of this endorsement applies:

The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions of **B.3.** below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. **Policies In Effect**

   a. Less Than 90 Days

   If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

   (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

   (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

   b. 90 Days Or More

   If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

   (1) Nonpayment of premium;

   (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;

   (3) An act or omission by you that substantially increases or changes the risk insured;

   (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

   (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

   (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10

© ISO Properties, Inc., 2003

days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

(7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this Item **B.3.b.**, we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in **B.3.b.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

5. Proof of mailing of any notice shall be sufficient proof of notice.

C. The following applies with respect to coverage provided under the following:

FARM COVERAGE PART

1. Policies In Effect 60 Days Or More

a. If this Coverage Part covers buildings used for residential purposes and has been:

(1) In effect for at least 60 days, or

(2) Renewed by us,

Paragraphs **A.2.** and **A.6.** of the **Cancellation** Common Policy Condition do not apply, and the following is added to the **Cancellation** Common Policy Condition:

b. We may not cancel this policy, except for:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by you or with your knowledge:

(a) In obtaining this policy; or

(b) In connection with a claim under this policy;

(3) An act or omission by you that materially increases the risk we originally accepted; or

(4) A physical change in the Covered Property which:

(a) Is not corrected or restored within a reasonable time after it occurs; and

(b) Results in the property becoming uninsurable.

c. We may cancel this policy by giving the first Named Insured written notice of cancellation at least:

(1) 20 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **C.1.b.(2)** through **(4).**

Such notice will be mailed or delivered to the first Named Insured and will contain the reason for cancellation. Proof of mailing of any notice shall be sufficient proof of notice.

2. Policies In Effect Less Than 60 Days

When this Coverage Part covers buildings used for residential purposes and is a new policy which has been in effect fewer than 60

© ISO Properties, Inc., 2003

days, cancellation is subject to the terms of the Cancellation Common Policy Condition except for Paragraphs A.2. and A.6., and is not subject to Paragraph B. or Paragraph C.1. of this endorsement. Under this Item, C.2., Paragraphs A.2. and A.6. of the Cancellation Common Policy Condition are replaced by the following:

We may cancel this policy by giving the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation. Such notice will be mailed or delivered to the first Named Insured. Proof of mailing of any notice shall be sufficient proof of notice.

If we cancel this policy for underwriting considerations, we will inform you of the source from which the information was received.

D. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

If we decide not to renew this policy, we may do so by giving the first Named Insured and any agent written notice of our intent not to renew at least 60 days before the expiration date of this policy. Such notice will be delivered or mailed by first class mail to their last mailing addresses known to us.

Proof of mailing of any notice shall be sufficient proof of notice.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. **Cancellation Of Policies In Effect For 60 Days Or More**

   If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

   b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

   c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

001604

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. **Nonrenewal**

   If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. **Increase Of Premium**

   If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

7. We may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 90 Days Or More

If this policy has been in effect for 90 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

d. Substantial breaches of contractual duties, conditions or warranties; or

e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item **e.**, we will notify the Commissioner, in writing, at least sixty days prior to such cancellation and the Commissioner will, within thirty days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, at least 30 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

© ISO Properties Inc., 2001

b. An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term.

However, we will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Any notice of nonrenewal will state the precise reason for nonrenewal.

© ISO Properties Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

a. We cancel; or

b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

2. Your conviction of a crime increasing any hazard insured against;

3. Discovery of fraud or material misrepresentation on the part of either of the following:

a. You or your representative in obtaining this insurance; or

b. You in pursuing a claim under this policy;

4. Failure to comply with written loss control recommendations;

5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to

© ISO Properties, Inc., 2001

the first Named Insured and agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the Premiums Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

© ISO Properties, Inc., 2003

If notice is mailed, proof of mailing will be sufficient proof of notice.

2. We need not provide this notice if:
   a. You have accepted replacement coverage;
   b. You have requested or agreed to nonrenewal; or
   c. This policy is expressly designated as nonrenewable.

C. **Notices**

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3) or (4)** above.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If we cancel this policy in accordance with Paragraph **2.** of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

© ISO Properties, Inc., 2005

C. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
   a. The expiration date; or
   b. The anniversary date if this is a continuous policy.
2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where **B.**, below, applies):

7. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

© ISO Properties, Inc., 2001

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or presenting a claim under the policy;

d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or

g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where **D.**, below, applies):

NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
   a. We or a company within the same insurance group has offered to issue a renewal policy; or
   b. You have obtained replacement coverage or agreed in writing to do so.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
   a. You have agreed to nonrenewal; or
   b. You have accepted replacement coverage.
3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage

© ISO Properties, Inc., 2001

will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

E. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:
   - **a.** Increase in premium;
   - **b.** Change in deductible;
   - **c.** Reduction in limits of insurance; or
   - **d.** Substantial reduction in coverage;

   we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.
2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:
   - **a.** The present policy will remain in effect until the earlier of the following:
     - **(i)** 60 days after the date of mailing or delivery of the notice; or
     - **(ii)** The effective date of replacement coverage obtained by the first Named Insured.
   - **b.** If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
     - **(i)** The rates applicable to the terminated policy; or
     - **(ii)** The rates presently in effect.
   - **c.** If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

b. More Than 60 Days

If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained through material misrepresentation;

(3) Any insured has submitted a fraudulent claim;

(4) Any insured has violated the terms and conditions of this policy;

(5) The risk originally accepted has substantially increased;

(6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

(7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

c. If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

2. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph **6.** of the Cancellation Common Policy Condition does not apply.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

2. Any notice of nonrenewal will be mailed by first class mail to the first Named Insured's

© ISO Properties, Inc., 2002

last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

© ISO Properties, Inc., 2004

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:

a. Registered mail;

b. Certified mail; or

c. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the CANCELLATION Common Policy Condition is replaced by the following:

2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was issued because of material misrepresentation;

(3) You or any other insured violated any of the material terms and conditions of this policy;

(4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. The following is added and supersedes any condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

001613

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **A.1.** of the CANCELLATION Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

(1) 10 days from the date of mailing or delivering our notice, or

(2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph **A.5.** of the CANCELLATION Common Policy Condition is replaced by the following:

5. Premium Refund

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. If we cancel, the refund will be pro rata, except as provided in **c.** below.

c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

d. If the first Named Insured cancels, the refund may be less than pro rata.

e. The cancellation will be effective even if we have not made or offered a refund.

© ISO Properties, Inc., 2001

C. The following is added to the CANCELLATION Common Policy condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D.** below, we will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART;

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the CANCELLATION Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium, whether payable to us or to our agent;
   b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

   We may cancel by providing notice to the first named insured at least:

   - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   - 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on Paragraph **7.a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for

© ISO Properties, Inc., 2001

any reason stated in **7.a.(2)** through **7.a.(7)** above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:
   a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

1. Nonpayment of premium;
2. Fraud or material misrepresentation;
3. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
4. Substantial breaches of contractual duties, conditions or warranties;
5. Violation of any local fire, health or safety statute or ordinance;
6. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
7. Determination by the insurance commissioner that the continuation of the policy places us in violation of Chapter 431, Hawaii Revised Statutes; or
8. Any good faith reason with the approval of the insurance commissioner.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL OF POLICY

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the **Cancellation** Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

3. If notice is mailed, proof of mailing is sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **1., 2., 3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.

(2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

(a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

(e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

© ISO Properties, Inc., 2005

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

(1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, in-

© ISO Properties, Inc., 2005

cluding the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph **C.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60 day period; or

(2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2),** as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:

1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.

2. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Procedure And Reasons For Cancellation

a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

(1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued:

we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall

© ISO Properties, Inc., 2005

inform the first Named Insured of the amount due;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

(a) Issued the policy; or

(b) Last voluntarily renewed the policy;

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

(1) The policy limits be changed; or

(2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

(1) Do not renew this policy; or

(2) Condition policy renewal upon:

(a) Change of limits; or

(b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

(a) At least 45 days; but

(b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.

2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

© ISO Properties, Inc., 2005

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

(1) If we cancel this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

(a) The effective date of cancellation of the insured's coverage; or

(b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

(a) The expiration date of the policy; or

(b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date,

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

© ISO Properties, Inc., 2001

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

© ISO Properties, Inc., 2004

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

© ISO Properties, Inc., 2004

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

© ISO Properties, Inc., 2004

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy;

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

© ISO Properties, Inc., 2001

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

Paragraph **1.** of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by giving, mailing or delivering advance written notice of cancellation to us or to our agent who issued the policy.

C. With respect to all Coverage Parts and Policies addressed in this endorsement, the **Cancellation** Common Policy Condition is amended by replacing Paragraphs **2.**, **3.**, **5.** and **6.** with the following:

2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and agent, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

c. Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;

d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;

e. Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;

f. Determination by the Commissioner of Insurance that the continuation of the pol-

© ISO Properties, Inc., 2005

001623

icy would jeopardize our solvency or would place us in violation of the insurance laws of this state;

g. Owner or occupant incendiarism;

h. Violation or breach by you of any policy terms or conditions;

i. Constructive or actual total loss of the Covered Property; or

j. Such other reasons as may be approved by the Commissioner of Insurance.

3. We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the agent, if any.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The cancellation will be effective even if we have not made or offered a refund.

The following provisions govern calculation of return premium:

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

(1) Cancelled at our request;

(2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) Cancelled and rewritten by us or a member of our company group;

(4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year; or

(5) Cancelled by us at the request of a premium finance company upon default of the first Named Insured, when this policy is financed under a premium finance agreement.

b. When this policy is cancelled at your request (except when Paragraph **a.(2), a.(3)** or **a.(4)** applies), we will return 90% (75% for Boiler and Machinery policies) of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

D. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added to the **Cancellation** Common Policy Condition:

7. We will provide you with the reason or reasons for cancellation if:

a. You request in writing a statement of the reasons for cancellation; and

b. You agree in writing to hold us harmless from liability for any:

(1) Communication giving notice of, or specifying the reasons for, cancellation; or

(2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph **C.2.**

E. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and agent, if any, written notice of nonrenewal at least 60 days before:

a. The expiration date of the policy; or

b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

2. However, we need not give, mail or deliver this notice if:

a. We have offered to issue a renewal policy; or

b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

F. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

© ISO Properties, Inc., 2005

The following is added to the Common Policy Conditions:

If notice of cancellation or nonrenewal is mailed to the insured, we shall forward the notice of cancellation or nonrenewal to the last known address of the first Named Insured stated in the policy by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

We will also give, mail or deliver written notice of cancellation, subject to **C.2.** above, and written notice of nonrenewal, subject to **E.1.** above, to any loss payee named in the policy. Mailing will be accomplished in accordance with the procedure stated in the above paragraph.

G. Under the Mortgageholders Condition, the paragraphs pertaining to cancellation and nonrenewal are replaced by the following:

1. If we cancel this policy, we will give, mail or deliver written notice to the mortgageholder at least:
   - **a.** 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
   - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
2. If we do not renew this policy, we will give, mail or deliver written notice to the mortgageholder at least 10 days before:
   - **a.** The expiration date of the policy; or
   - **b.** An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
3. If notice of cancellation or nonrenewal is mailed, we shall forward the notice of cancellation or nonrenewal to the last known address of the first Named Insured stated in the policy by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

001624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

Boiler And Machinery Coverage Part
Commercial General Liability
Coverage Part
Commercial Property – Legal Liability
Coverage Form **CP 00 40**
Commercial Property – Mortgage Holders Errors And Omissions
Coverage Form **CP 00 70**
Crime and Fidelity Coverage Part
Employment-Related Practices Liability
Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations
Liability Coverage Part
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal Provisions apply:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
   b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
      (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
      (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
      (3) We become insolvent; or
      (4) We involuntarily lose reinsurance for this policy.
   c. 60 days before the effective date of cancellation if we cancel for any other reason.

NONRENEWAL

2. The following is added and supersedes any provision to the contrary:
   a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

© ISO Properties, Inc., 2001

b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
   a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
   b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of:
   a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
   b. Any other action will state the effective date of that action.
5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation Common Policy** Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to **d.** below; or

(2) Any other reason.

c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk **insured;**

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

a. The reason for cancellation; and

© ISO Properties, Inc., 2001

b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

   a. We have offered to issue a renewal policy; or

   b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies.

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

© ISO Properties, Inc., 2004

(6) The insured's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.**, to the first Named Insured at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments.

2. Notice Of Cancellation

a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**

b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. Paragraph **5.** of the **Cancellation Common Policy Condition** is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a., C.5.b., C.5.c., C.5.d., C.5.e.** and **C.5.f.** The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund may be less than pro rata, and will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **C.5.d.** or **C.5.e.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. The **Premiums Common Policy Condition** is replaced by the following:

PREMIUMS

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** of this endorsement.

E. Paragraph **f.** of the **Mortgageholders Condition** in the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part and Paragraph **4.(f)** of the **Mortgageholders Condition** in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

© ISO Properties, Inc., 2004

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation, if we cancel for any other reason.

F. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
2. We need not mail or deliver this notice if:
   a. We or another company within our insurance group have offered to issue a renewal policy; or
   b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the CANCELLATION Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;
3. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
4. The property, interest or use of the property or interest has materially changed with respect to its insurability.

B. The following is added:

NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver the notice at least 30 days before the expiration of the policy. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

(4) Failure to comply with reasonable loss control recommendations;

(5) Substantial breach of contractual duties, conditions or warranties;

(6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) Commercial Automobile Coverage Part;

(3) Commercial General Liability Coverage Part;

(4) Commercial Property Coverage Part – Legal Liability Coverage Form;

(5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;

(6) Employment-Related Practices Liability Coverage Part;

(7) Farm Coverage Part – Farm Liability Coverage Form;

(8) Liquor Liability Coverage Part;

(9) Products/Completed Operations Liability Coverage Part; or

(10) Professional Liability Coverage Part.

© ISO Properties, Inc., 2005

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph **6.** of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph **2.a.** above.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or

(2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or

b. 20 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium, or

(2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or

c. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice to your last known address and the last known address of the agent or broker of record.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:

a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime having as one of its necessary ele-

© ISO Properties, Inc., 2002

ments an act increasing a hazard insured against;

(3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;

(4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium; or

(5) A reason described in AS Sec. 21.36.210(a)(2);

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

(1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

(a) And rewritten with us or in our company group;

(b) At our request;

(c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(d) After the first year for a prepaid policy written for a term of more than one year; or

(2) Will be returned or credited:

(a) By the effective date of cancellation; or

(b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:
   a. The expiration date; or
   b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.
2. We need not mail notice of nonrenewal if:
   a. We have manifested in good faith our willingness to renew; or
   b. The first Named Insured has failed to pay any premium required for this policy; or
   c. The first Named Insured fails to pay the premium required for renewal of this policy.
3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or
2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **7.** is added to the **Cancellation** Common Policy Conditions:

7. If:

a. The first Named Insured cancels this policy, we will notify any named creditor loss payee.

b. We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

B. Paragraphs **f.** and **g.** of the **Mortgageholders** Condition, if any, are replaced by the following:

f. If:

(1) The first Named Insured cancels this policy, we will notify the mortgageholder.

(2) We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

(1) The first Named Insured does not renew this policy, we will notify the mortgageholder.

(2) We decide not to renew this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before an anniversary date or the expiration date of the policy, if the nonrenewal is due to nonpayment of premium; or

(b) 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to

© ISO Properties, Inc., 2006

the first Named Insured and any named creditor loss payee, at least:

a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or

b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee, by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **1.** and **2.** above do not apply to any mortgageholder.

D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs **A.**, **B.** and **C.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy, including any endorsement attached to the policy.

E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

© ISO Properties, Inc., 2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:

© ISO Properties, Inc., 2001

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. **Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new

© ISO Properties, Inc., 2001

terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

   The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph **3.** is replaced by the following:

   We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **5.** is replaced by the following:

   If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Permissible Reasons And Notice Period

a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) There has been a substantial change in the risk assumed by us since the policy was issued.

(3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

(4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.

(5) You presented a claim based on fraud or material misrepresentation.

c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation, for the reason set forth in **2.b.(1).**

(2) 30 days before the effective date of cancellation, for the reason set forth in **2.b.(2).**

(3) 15 days before the effective date of cancellation, for a reason set forth in **2.b.(3), 2.b.(4)** or **2.b.(5).**

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

B. The following Condition is added:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

© ISO Properties, Inc., 2001

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART – CONTRACTORS
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME COVERAGE PART
DELUXE PROPERTY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

CANCELLATION: **Number of Days Notice:** 90

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 90

NAME: AMERICAN WATER WORKS COMPANY, INC

ADDRESS: 1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1998

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – NEW YORK

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:**	90
WHEN WE DO NOT RENEW(Nonrenewal):	**Number of Days Notice:**	90

NAME: AMERICAN WATER WORKS COMPANY, INC

ADDRESS: 1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1999

POLICY NUMBER: TC2J-GLSA-260T3317-TIL-07 ISSUE DATE: 01-23-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURER AMENDMENT ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COVERAGE PART(S) INDICATED IN THE SCHEDULE BELOW.

SCHEDULE:

This endorsement applies to the following Coverage Part(s):

All Coverage Parts forming a part of this policy.

X The Coverage Part(s) shown below.

State	Insurer	Coverage Parts (if "All" is not applicable)
PR	IND	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. When indicated in the State column, "**" shall mean "all other states".)

PROVISIONS:

The insuring company abbreviation(s) shown in Item 4 of the Common Policy Declarations is/are replaced with the abbreviation(s) shown above for the respective state(s) and Coverage Part(s) shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE – CHANGES

This endorsement modifies the:

COMMON POLICY CONDITIONS

PROVISIONS

The following additional provision applies:

Unless otherwise provided by law we shall pay any amount finally agreed upon in settlement of all or part of a claim not later than 5 working days from the date of such agreement or from the date of the performance by the insured, claimant or authorized representative of either of any condition set forth by such agreement.

POLICYHOLDER NOTICES

001637

NOTICE TO MICHIGAN POLICYHOLDERS

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

IMPORTANT NOTICE TO POLICYHOLDERS

EXCLUSION – UNSOLICITED COMMUNICATIONS
(CG D3 26)
(UM 04 15)
(CG I3 53)
(EX G4 58)

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS IN YOUR POLICY. YOU SHOULD READ YOUR POLICY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

PLEASE READ THIS NOTICE CAREFULLY.

We are now attaching an exclusion of unsolicited communications to selected Commercial General Liability, Self-Insured Excess Commercial General Liability, Commercial Excess Liability (Umbrella) Insurance and Travelers World Cover[sm] International policies. This notice is intended to make you aware that this exclusion is being added to your policy.

This endorsement is used to exclude unsolicited communications in a variety of forms, such as email (spam), junk mail, unsolicited faxes or telephone calls. Many of these types of communications are now illegal under the Telephone Consumer Protection Act or individual state versions thereof.

If you have any questions about your insurance program, please contact your agent or local Company representative.

IMPORTANT INFORMATION TO ARKANSAS POLICYHOLDERS

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance, you may contact us at the address listed below:

The St. Paul Travelers Companies, Inc.

P.O. Box 8804
Little Rock, Arkansas 72231-8804

Street Address:
Suite 400
10810 Executive Center Drive
Little Rock, Arkansas 72211-4398
Telephone: (501) 223-6700

If you can't receive a satisfactory answer to your questions or problems, you may feel free to contact the Arkansas Insurance Department as follows:

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Telephone: (800) 852-5494

001639

IMPORTANT NOTICE

NOTIFICATION OF PENDING CHANGES FOREIGN TERRORISM/TRIA

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002 (TRIA), this policy includes disclosure of the rate or premium charged for exposure to *"Insured Losses"* as defined under TRIA. TRIA is set to expire as of 12/31/07. If TRIA expires and is not extended or reenacted, the rate or premium disclosed for exposure to *"Insured Losses"* shall instead be applicable to exposure to loss caused by "act(s) of foreign terrorism", defined as follows:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage provided for loss caused by an "act of foreign terrorism" shall be subject to all of the terms, definitions, exclusions and conditions of the applicable policy, and any applicable federal and/or state laws, rules or regulations.

POLICYHOLDER NOTICE – ASBESTOS

Asbestos has long been a difficult problem for society as a whole and the insurance industry in particular. As a consequence, we are attaching an asbestos exclusion to your policy.

If you have questions about your insurance program, please contact your agent or local representative.

TEXAS SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention - Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes - Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations - Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General Liability, Product safety and Premises Security issues.

Safety Videos and Literature - We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training - We can help you improve your safety training programs.

Internet Website - Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U. S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured person and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF-INSPECTION PROGRAM:

- Do you conduct periodic surveys of premises, equipment and operations?
- Do you analyze each activity to determine inherent hazards?
- If you discover hazards, do you follow up with immediate corrective action?
- Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

- Do you investigate each accident and find the cause?
- Do you take immediate steps to prevent a recurrence?
- Do you keep records of accident investigations and follow-up measures?
- Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

- Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
- Do more-experienced employees receive training to correct any bad habits that developed over time?
- Do all employees understand that safety is an important part of their jobs?

Texas Loss Prevention & Engineering Offices

Dallas 1301 E. Collins Blvd., Suite 300, Richardson, TX 75081, (214) 570-6194

Houston 10800 Richmond Ave., Suite 120, P. O. Box 42928, Houston, TX 77242-2928, (713) 787-4031

IMPORTANT INFORMATION TO INDIANA POLICYHOLDERS

Questions regarding your policy or coverage should be directed to:

The Travelers Indemnity Company and
Its Property Casualty Affiliates

(860) 277-0111

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi

FLORIDA POLICYHOLDERS
AVAILABILITY OF RISK MANAGEMENT PLANS

Florida insurance statute require insurers to provide insureds, at their request, with guidelines for risk management plans. Travelers Loss Prevention & Engineering has available guidelines to assist you with your accident prevention activities.

The companion Safety Services notice describes the range of services available to our insureds. Should you desire assistance with regard to your accident prevention activities, please contact us at the Florida location specified in the notice.

TRAVELERS

FLORIDA SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. The Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention – Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes – Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations – Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General Liability, Product safety and Premises Security issues.

Safety Videos and Literature – We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training – We can help you improve your safety training programs.

Internet Website – Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

The Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U. S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured person and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF–INSPECTION PROGRAM:

- Do you conduct periodic surveys of premises, equipment and operations?
- Do you analyze each activity to determine inherent hazards?
- If you discover hazards, do you follow up with immediate corrective action?
- Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

- Do you investigate each accident and find the cause?
- Do you take immediate steps to prevent a recurrence?
- Do you keep records of accident investigations and follow-up measures?
- Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

- Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
- Do more-experienced employees receive training to correct any bad habits that developed over time?
- Do all employees understand that safety is an important part of their jobs

Florida Loss Prevention & Engineering Offices	**Orlando**	**1000 Legion Place, P.O. Box 35555 Orlando, FL 32802-3555 (407) 649-2596**

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If you have additional questions you may contact the Travelers office nearest you at the following address and telephone number:

WASHINGTON, D.C. OFFICE
14048 Parkeast Circle
Chantilly, Virginia 20151
(703) 818-6632

RICHMOND OFFICE
300 Arboretum Place
Richmond, VA 23236
(804) 330-6666

Someone in Commercial Lines will be available at the above locations to assist you.

If you have been unable to contact or obtain satisfaction from Travelers or your agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Property and Casualty Division
P.O. Box 1157
Richmond, VA 23218

In state, toll free: 1-800-552-7945
Out of state, toll free: 1-877-310-6560

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, Travelers or the Bureau of Insurance, have your policy number available.

TRAVELERS

IMPORTANT INFORMATION TO MISSOURI POLICYHOLDERS

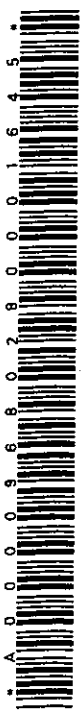
Dear Policyholder:

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance you may contact us at the address listed:

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Indemnity Company of America
The Travelers Indemnity Company of Connecticut
The Phoenix Insurance Company
The Charter Oak Fire Insurance Company

One Tower Square
Hartford, CT 06183
(860) 277-0111

Thank you for insuring with Travelers.



IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

Please review your policy carefully. Should you have any questions concerning coverages, billings, additions or deletions, please contact your Agent. Should you feel the need for additional information or wish to make a complaint, we offer the following number:

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-860-277-0111

IMPORTANT INFORMATION TO WISCONSIN POLICYHOLDERS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Dear Policyholder:

Most of our underwriting and policy issuance expense has been incurred at the beginning of your policy period. If, for any reason, you wish to cancel this policy before its normal expiration date, you may not receive full pro rata premium for the cancelled term.

In the event you need to contact someone about this policy, please contact your agent. If you need additional assistance you may contact us at the addresses listed:

The Travelers Indemnity Company (IND)
The Travelers Indemnity Company of America (TIA)
The Charter Oak Fire Insurance Company (COF)
The Phoenix Insurance Company (PHX)
Travelers Property Casualty Company of America (TIL)
Travelers Indemnity Company of Connecticut (TCT)

One Tower Square
Hartford, CT 06183
(860) 277-0111

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact your insurance company listed above or your agent to resolve your problem.

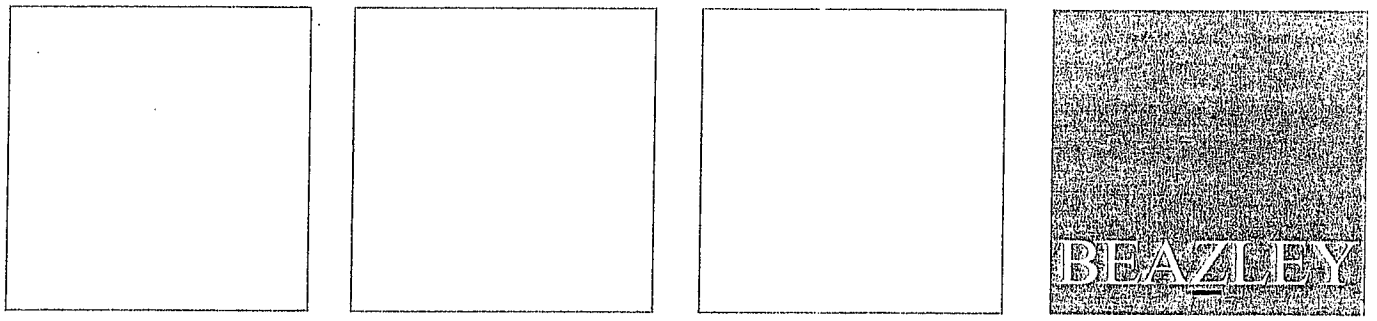
You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
125 South Webster Street
Madison, WI 53702

or you can call 1-800-236-8517 outside of Madison or (608) 266-0103 in Madison, and request a complaint form.

Thank you for insuring with Travelers.

001647



DECLARATIONS
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE
CLAIMS MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

These Declarations along with the completed and signed Application and the Policy with endorsements shall constitute the contract between the Insureds and the Insurer.

Insurer: **Beazley Insurance Company, Inc.**

Policy Number: V15FMS07PNTE

1. NAMED INSURED: **American Water Works Company, Inc.**

ORGANIZATION STRUCTURE:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Joint Venture

2. **POLICY PERIOD:**

From: 01-February-2007

To: 01-February-2008

Both dates at 12.01 a.m. Local Time at the Address stated in Item 3.

3. **ADDRESS:** 1025 Laurel Oak Road
Voorhees, NJ 08043

4. **LIMIT OF LIABILITY (INCLUDES DEFENSE COSTS):**

(a) Any **One Insured Event** Limit	$10,000,000
(b) Any **One Third Party Insured Event** Limit	$10,000,000
(c) Additional Defense Limit	$0
(d) Aggregate Limit of Liability	$10,000,000

5. **SELF INSURED RETENTION (INCLUDES DEFENSE COSTS):**

Any **One Insured Event**	$350,000
Any **One Third Party Insured Event**	$350,000

6. **PRIOR KNOWLEDGE DATE:** 31-December-2003

7. **THIRD PARTY RETROACTIVE DATE:** 31-December-2003

8. **PREMIUM:** $148,000.00

9. **NOTICES:**

(a) Authorized Claims Representative:

Kissel Pesce Hirsch & Wilmar, LLP
580 White Plains Rd.
Tarrytown, NY 10591
Tel (914)750-5933
Fax (914) 750-5922
Attn: Jeffrey Hirsch

(b) All Other Notices:

Beazley Insurance Company, Inc.
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

10. **TERRORISM COVERAGE:** Included at no additional premium.

11. **EXTENDED REPORTING PERIOD:**

(a) Premium for Extended Reporting Period: 100% of the total premium as for the Policy

(b) Length of Extended Reporting Period: 12 Months

12. ENDORSEMENTS EFFECTIVE AT INCEPTION:

BICEP00380405NJ – New Jersey Amendatory Endorsement
BICMU05070406 – War and Civil War Exclusion
BICMU05090406 – Nuclear Exclusion
BICEP00180405 – Declarations Amendment – Self Insured Retention For Class Actions, Multiple Claimants and Multiple Plaintiffs' Claims
BICEP05021105 – Amend Insured to Include Person or Entity
BICEP05240206 – Amend Insured to Include Scheduled Entity as Co-Defendant (Vicarious Liability Only)
BICEP05250206 – Liberalization Clause
BICEP5260206 – Non-Duty to Defend Endorsement
BICEP05310306 – Claims Made Endorsement
BICEP05450706 – Employment Event Endorsement
BICEP05460606 – Carveback to Contract Exclusion for Foreign Claims
BICEP05730806 – EPL Enhancement Endorsement
BICEP05740806 – Claim Reporting and Settlement Threshold
BICEP05751006 – Amend Notice of Claim to Scheduled Persons of the Entity Scheduled in Item 1 of the Declarations
BICAWW010206 – American Water Works Company, Inc. – Amend Acquisition Threshold

The Insurer has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

Authorized Representative

28-February-2007
Date

Secretary

President

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE

NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

1. The first sentence of Clause **I. COVERAGE: WHAT IS COVERED A.** is amended by the addition of the following after the words "Policy Period":

   ", Automatic Extension Period"

2. Clause **I. COVERAGE: WHAT IS COVERED B.** is amended by the addition of the following after the words "Policy Period":

   ", Automatic Extension Period"

3. Clause **III. WHEN COVERAGE IS PROVIDED B.** is deleted and replaced with the following:

   B. Automatic Extension Period And Extended Reporting Period. If you or we non-renew or cancel this policy, the Named Insured shall have an automatic thirty (30) day extended reporting period following the termination of the Policy Period, provided always that **Claims** reported during the Automatic Extension Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy. This period shall be referred to in this policy as the "Automatic Extension Period".

   If you or we non-renew or cancel this policy, an Extended Reporting Period equal to the period of time set forth in Item 11(b) of the Declarations can be added by means of an Extended Reporting Period Endorsement along with the payment of the additional Premium set forth in Item 11(a) of the Declarations.

   The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

   However, the Extended Reporting Period will not apply to any **Claim** if other insurance you buy covers you or would cover you if its limits of coverage had not been exhausted.

   Coverage under the Automatic Extension Period and, if purchased, the Extended Reporting Period is with respect to **Claims** first made against an Insured during the Automatic Extension Period and, if purchased, the Extended Reporting Period and first reported by an Insured in accordance with Clause **VIII.A.1.**, provided always that **Claims** reported during the Automatic Extension Period and, if purchased, the Extended Reporting Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy.

The **LIMIT OF LIABILITY** that applies at the end of the Policy Period is not renewed or increased and the Limits, as shown in the Declarations, shall not be increased in any way by the addition of the Automatic Extension Period and, if purchased, the Extended Reporting Period.

4. Clause **VIII. CONDITIONS A. Duties in the event of a Claim 1.** is amended by the addition of the following:

   The reporting extension afforded by the requirement that notice of any **Claim** be reported no later than sixty (60) days after the end of the Policy Period shall run concurrently with, and not in addition to, the Automatic Extension Period.

5. The first paragraph of Clause **VIII. CONDITIONS E. Cancellation** is amended by the addition of the following:

   The notice of cancellation shall state the amount of premium due and the due date. The notice of cancellation shall be sent by certified mail or by first class mail, if at the time of mailing we have obtained from the Post Office Department a date stamped proof of mailing showing the name and address of the Named Insured, and we have retained a duplicate copy of the mailed notice. No cancellation for nonpayment of premium shall be effective if payment of the amount due is made prior to the effective date set forth in the notice.

6. The second paragraph of Clause **VIII. CONDITIONS E. Cancellation.** is amended by the addition of the following:

   If this policy is cancelled by the Named Insured, we shall send the Named Insured any premium refund within a reasonable time not to exceed sixty (60) days of the date of cancellation or date of notice, whichever occurs last, or sixty (60) days after the completion of any payroll audit necessary to determine the amount of premium earned while the policy was in force.

7. Clause **VIII. CONDITIONS G. When We Do Not Renew / Renewal** is deleted and replaced with the following:

   If we decide not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations written notice of the non-renewal not more than one hundred twenty (120) days but not less than thirty (30) days before the end of the Policy Period. The notice of nonrenewal shall state the reason for nonrenewal. The notice of nonrenewal shall be sent by certified mail or by first class mail, if at the time of mailing we have obtained from the Post Office Department a date stamped proof of mailing showing the name and address of the Named Insured, and we have retained a duplicate copy of the mailed notice.

   If we decide to renew this policy, we will mail or deliver written notice of the amount of the renewal premium and any change in contract terms to the Named Insured not more than one hundred twenty (120) days but not less than thirty (30) days prior to the due date of the premium and shall state the effect of nonpayment of premium by the due date.

   Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the Insured. The underwriting reasons or guidelines that we can use to cancel or nonrenew this policy are maintained by us in writing and will be furnished to the Insured and/or the Insured's lawful representative upon written request. This provision shall not apply to any policy which has been in effect for less than sixty (60)

days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:

(a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE

DECLARATIONS AMENDMENT - SELF INSURED RETENTION FOR CLASS ACTIONS, MULTIPLE CLAIMANTS AND MULTIPLE PLAINTIFFS' CLAIMS

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged for the policy, it is hereby understood and agreed that Item 5. of the Policy Declarations is deleted and the following is substituted therefor:

5. SELF INSURED RETENTION (INCLUDES DEFENSE COSTS):

Any **One Insured Event** as defined in part (1) of the **One Insured Event** definition	$350,000
Any **One Insured Event** as defined in part (2) of the **One Insured Event** definition	$500,000
Any **One Third Party Insured Event**	$350,000

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc

AMEND INSURED TO INCLUDE PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who is Insured is amended to include the following person(s) or entity(ies):

Thames Water Aqua US Holdings

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

AMEND INSURED TO INCLUDE SCHEDULED ENTITY AS CO-DEFENDANT (VICARIOUS LIABILITY ONLY)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who Is Insured. is amended to include the entity(ies) scheduled below (each an "Additional Insured"), but only:

1. during such time that such Additional Insured is a co-defendant together with any other Insured other than an Additional Insured; and

2. for **Insured Events** of any other Insured other than an Additional Insured.

RWE,AG

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

LIBERALIZATION CLAUSE

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that if, during the Policy Period, this policy form (BICEP00020405) is replaced or updated, any expansion or extension of coverage in such replacement or updated form will apply to expand or extend the coverage under this Policy in the same manner to the extent it does not conflict with any endorsement to this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

NON-DUTY TO DEFEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. Coverage What Is Covered D. Defense is deleted and replaced with the following:

D. It shall be the duty of the Insureds and not our duty to defend **Claims**, including the right to select counsel. We will have the right and shall be given the opportunity to effectively associate with the Insureds in the investigation, defense and settlement of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder.

The Insureds shall not settle any **Claim**, incur any **Defense Costs** in excess of $175,000, admit or assume any liability, stipulate to any judgment or otherwise assume any contractual obligation without our prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs** in excess of $10,000,000, assumed obligation, admission or stipulated judgment to which they have not consented or for which the Insureds are not legally obligated as a result of a **Claim** for an **Insured Event**. Notwithstanding the foregoing, if all Insureds are able to fully and finally dispose of, with prejudice, all **Claims** that are subject to one Retention for an amount not exceeding such Retention, including **Defense Costs**, then the Insurer's consent shall not be required for such disposition.

Subject to Clauses VII., we shall advance on behalf of the Insureds, **Defense Costs** which the Insureds have incurred in connection with a **Claim** made against them, prior to the final disposition of such **Claim**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the Insureds, severally according to their interests, shall repay such **Defense Costs** to us. We shall pay **Defense Costs** no more than once every ninety (90) days. All **Defense Costs** are subject to an hourly attorney rate cap for partners, associates and paralegals equal to the most favorable rate charged by the law firm at the time the **Claim** has been made to any other client for similar cases. In no event will such rate exceed $250 / hour for partners and $100 / hour for paralegals. We shall not be responsible for **Defense Costs** in excess of such rate cap through the life of such **Claim** and rates in excess of such rate cap shall not count against any Retention.

If both **Loss** covered by this Policy and loss not covered by this Policy are incurred, either because a **Claim** made against the Insured contains both covered and non-covered matters, or because a **Claim** is made against both the Insured and others not insured under this Policy, the Insured and the Insurer will use their best efforts to determine a fair and appropriate allocation between that portion of **Loss** that is covered under this Policy and that portion of loss that is not covered under this Policy. Additionally, the Insured and the Insurer agree that in determining a fair and appropriate allocation of **Loss**, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **Claim** by the Insured and others.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

CLAIMS MADE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III.A. is deleted and replaced with the following:

A. **Claims** are considered to be first made on the date any Insured is served or first receives notice of a Claim.

All **Claims** because of **One Insured Event** or, if purchased **One Third Party Insured Event**, will be considered to have been made on the date that the first of those **Claims** was first made.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

EMPLOYMENT EVENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. We will reimburse the Insured for **Employment Event Loss** which the Insured is obligated to pay on account of an **Employment Event** commencing during the **Policy Period** but not the Extended Reporting Period.

2. For purposes of this endorsement, the following terms have the following meanings:

   a. **Employment Advisor** means any law firm or public relations firm subject to our consent, such consent not to be unreasonably withheld.

   b. **Employment Event** means any of the following events, which shall be deemed to commence (i) when the event occurs; or (ii) when the Insured's chief executive officer, chief financial officer, in-house general counsel or human resource manager first believes in good faith that it is more likely than not that such event will occur within the next ninety (90) days, whichever is earlier:

      A. Layoff/Termination of 20% or greater of the Insured's workforce;

      B. Acquisition of an organization which necessitates a material change in employment status or terms of employment of 20% or greater of the Insured's workforce;

      C. the public announcement of allegations of discrimination or harassment implicating executive level employees;

      D. Receipt by the Insured of notice that a civil rights organization, public interest group or similar organization is investigating the Insured for violations of state or federal employment laws or is distributing literature which accuses the Insured of violations of state or federal employment laws; or

      E. Congressional inquiry regarding violations of employment or similar laws.

   c. **Employment Event Loss** means reasonable fees and expenses charged by an **Employment Advisor** in connection with:

      i. advising the Insured with respect to minimizing potential loss or liability on account of an **Employment Event**; or

      ii. managing disclosures to customers, suppliers, investors or the public regarding an **Employment Event**;

provided, that **Employment Event Loss** shall not include wages, salaries, fees, expenses or benefits of the Insured's directors, officers or **Employees** or any other internal or overhead cost or expense of the Insured.

3. Solely with respect to coverage afforded by this endorsement for **Employment Event Loss**, Clause II. Exclusions is deleted and replaced with the following:

   This policy does not cover any **Employment Event Loss** arising out of any **Employment Event** incurred prior to, or more than 90 days after, the date written notice of such **Employment Event** is first given to us.

4. Our maximum aggregate Limit of Liability for all **Employment Event Loss** resulting from all **Employment Events** shall be $ 75,000, which amount is in addition to and shall not reduce or exhaust the Limit of Liability shown in Item 4.d. of the Declarations.

5. No Self Insured Retention shall apply to **Employment Event Loss**.

6. Clause I.D. shall not apply to coverage for **Employment Event Loss** and such coverage is not conditioned upon our consenting to you incurring **Employment Event Loss**.

7. Notice to us of any **Employment Event** shall not constitute notice of a **Claim** or potential claim under Clause VIII. A. or B. and shall be given to us pursuant to Clause VIII. of the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

CARVEBACK TO CONTRACT EXCLUSION FOR FOREIGN CLAIMS

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IX. Definitions K.9. shall not apply to any **Claim**:

1. brought by a non-executive **Employee** employed outside of the United States; and

2. brought in a jurisdiction outside of the United States; and

3. seeking damages under an express written contract or agreement of employment if such contract or agreement is entered in a jurisdiction where such contracts or agreements are form or customary.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EPL ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause II. Exclusions A. shall not apply to any **Claim** alleging violation of Section 510 of the Employee Retirement Income Security Act of 1974.

2. Clause II. Exclusions F. is deleted.

3. For purposes of this endorsement, the term "**Subsidiary**" means:

   a. any entity while more than 50% of the outstanding voting securities representing the present right to vote for the election of such entity's directors are owned by the Named Insured directly or indirectly; or

   b. any limited liability company while the right to elect or otherwise appoint or designate more than 50% of such limited liability company's managers is owned or controlled by the Named Insured directly or indirectly;

   if such entity or corporation was so owned prior to the inception date of this Policy and was insured under a policy issued by the Insurers of which this Policy is a renewal, or was so owned or controlled on the inception date of this Policy.

4. Clause V. Who is Insured is amended to include any **Subsidiary** and any **Employee** thereof.

5. This policy does not cover any **Loss** resulting from any **Claim** against any **Employee** of any **Subsidiary** or against any **Subsidiary** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**.

6. Clause V.E. Mergers and Acquisitions is deleted and replaced with the following:

   E. **Mergers and Acquisitions.** Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 20% of the total number of your **Employees** as of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own at least fifty one percent (51%) of it. Within thirty (30) days prior to the expiration of the policy, the Insured shall give us written notice as to all such organizations. If you acquire, form or merge with any organization that has more than 20% of the total number of your **Employees** as of the inception date of this policy, such organization is also an Insured if you own at least fifty one (51%) of it; provided, however, no such organization is covered for more than ninety (90) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or

formed unless we agree to cover such acquisition or newly formed organization within such ninety (90) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

7. Wherever "Policy Period" appears in Clause VIII. Conditions B., it is amended to include "or the Extended Reporting Period, if purchased".

8. Clause IX. Definitions K. **Loss** is amended to include front pay.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

CLAIM REPORTING AND SETTLEMENT THRESHOLD

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely with respect to any **Claim** (other than a **Claim** brought by or on behalf of a class of plaintiffs whether certified as such or not) for as long as the **Insured** reasonably believes **Loss** plus **Defense Costs** resulting from such **Claim** will not exceed 50% of the Self Insured Retention:

   a. Clause VIII. Conditions A. shall not apply; and

   b. Clause I.A. and I.B., if applicable, are amended by deleting the following therefrom:

   "and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made."

2. With respect to any **Claim** to which paragraph 1. above applies, the **Insured** will report such **Claims** with current details to the Insurer on a semi-annual basis during the policy period 6 months after inception and with the renewal application.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND NOTICE OF CLAIM TO SCHEDULED PERSONS OF THE ENTITY SCHEDULED IN ITEM 1. OF THE DECLARATIONS

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that for purposes of Clause I.A., I.B. (if applicable), and VIII.A. the phrase "who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities" is deleted and replaced with the following:

"who is the Human Resources Manager, Risk Manager, General Counsel, Chief Operating Officer, Chief Financial Officer or the Chief Executive Officer of the entity scheduled in Item 1. of the Declarations"

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

AMERICAN WATER WORKS COMPANY, INC. – AMEND ACQUISITION THRESHOLD

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Who Is Insured E. Mergers and Acquisitions is deleted and replaced with the following:

E. Mergers and Acquisitions. Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 20% of the total number of your **Employees** or 1,500 **Employees**, whichever is less, as of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own at least fifty one percent (51%) of it. Within thirty (30) days prior to the expiration of the policy, the Insured shall give us written notice as to all such organizations. If you acquire, form or merge with any organization that has more than 20% of the total number of your **Employees** as of the inception date of this policy or 1,500 **Employees** whichever is less, such organization is also an Insured if you own at least fifty one (51%) of it; provided, however, no such organization is covered for more than sixty (60) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or formed unless we agree to cover such acquisition or newly formed organization within such sixty (60) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-February-2007
This Endorsement is attached to and forms a part of Policy Number: V15FMS07PNTE
Insurer: Beazley Insurance Company, Inc.

ADD/DELETE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium charged, it is hereby understood and agreed that the following endorsement(s) is deleted from the Policy:

American Water Works Company, Inc. – Amend Acquisition Threshold – BICAWW010206

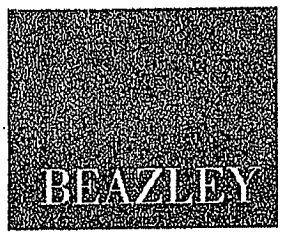
All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Syndicate 2623/623
at Lloyd's

One Aldgate
London
EC3N 1AA

Tel: +44 (0)20 7667 0623
Fax:+44 (0)20 7667 0624
www.beazley.com



EMPLOYMENT PRACTICES INSURANCE RENEWAL APPLICATION

THIS IS AN APPLICATION FORM FOR A CLAIMS FIRST MADE AND REPORTED POLICY

I. General Information

A. Name and address of applicant: AMERICAN WATER WORKS COMPANY, INC., THAMES WATER AQUA U.S. HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY AND ASSOCIATED COMPANIES AND OR CORPORATIONS THROUGH THE OWNERSHIP OR MANAGEMENT AND THE INSUREDS INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ~~Zip Code:~~ ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING

B. ☐ Sole Proprietor ☒ Corporation ☐ Partnership RWE AG AS PARENT
☐ Joint Venture ☐ Franchise ☐ Other
(Please specify) 1025 LAUREL OAK ROAD VOORHEES NJ 08043

NAIS Code: _____ or SIC code if NAICS code is unkown: _____

C. Describe any change in the nature of business over the last year: NONE

D. Please answer the following four (4) questions, including any subsidiaries, for the most recent fiscal year end:

i) What are the Applicant's total assets? $ 11,882,396,000

ii) What are the Applicant's total gross revenues? $ 2,002,820,000

iii) Does the Applicant currently have: Net Income ☐ or
Net Loss ☒
Amount $ 176,285,000

iv) Does the Applicant currently have: Positive Cashflow ☒ or
Negative Cashflow ☐
Amount $ 81,595,000

E. Has an auditor in the previous two (2) fiscal years recommended a "going concern" opinion of the financial information for the Applicant? ☐ Yes ☐ No
(If Yes, please provide details on a separate sheet)

F. Describe any change in management over the last year:

- November 2005, RWE AG announced divestiture of its water companies to focus on core electric, gas and power utilities.
- January 2006, Ellen Wolf, AWW CFO prior to RWE acquisition, returns as CFO to lead divestiture
- March 2006, Don Correll, former United Water President, named as President and CFO.

G. Have you acquired any companies in the past year? ☐ Yes ☒ No

(If you have answered YES to F above, please provide details on a separate sheet)

H. Does the applicant anticipate any plant, facility, branch or office closings, consolidations, or layoffs affecting 20% or more of the employees in any 60 day period within the next eighteen (18) months? ☐ Yes ☒ No
(If YES, please provide details on separate sheet)

II. Loss History

A. Has the applicant knowledge of any Claims that have not been reported to Underwriters or Underwriters' representatives? ☐ Yes ☐ No Please see Bordereau

PLEASE PROVIDE A FULL DESCRIPTION OF ANY CLAIM OR CIRCUMSTANCE ON A SEPARATE SHEET.

III. Employees

A. Number of employees: Full Time: 7,004 Part Time: _____

B.

Salary ranges (inc bonuses & commissions)	Number of full time employees	Number of part time employees
$50,000 or less:		
$50, 001 to $100,000		
$100,001 and over		

C. Does the Applicant use seasonal employees? ☐ Yes ☒ No

If so, number of employees: _____

Are these employees included in A and B above? ☐ Yes ☐ No

D. In the last 12 months how many officers have left your employ? 13

How many were terminated? 4 returned to Thames Water UK; 5 retired 4 terminated or found alternative opportunities

E. In the last 12 months how many other employees have left your employ? 560

How many were terminated: _____

IV. Human Resources

A. Have the Applicants's managers and/or supervisors attended training and education programs/seminars on sexual harassment within the last 12 months? ☒ Yes ☐ No

B. When were the applicants employment policies/procedures last reviewed by labor relations counsel?

Ongoing legal review

C. Have there been any amendments to the employment handbook in the last 12 months? ☒ Yes ☐ No

(If YES, please provide details on separate sheet)

V. Other Material Facts

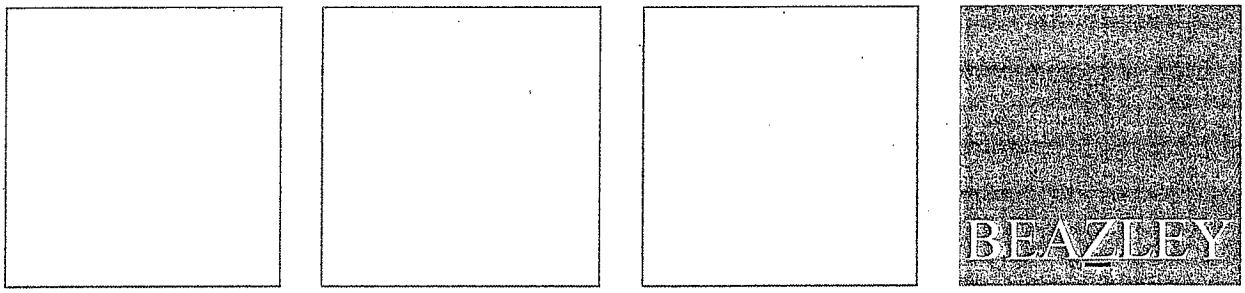
The Applicant on behalf of the Proposed Insureds further warrants that if the information supplied on this application changes between the date of this application and the inception date of the Policy, it will immediately notify us of such change. Signing of this application does not bind Underwriters to offer nor the Applicant to accept insurance, but it is agreed that this application shall be the basis of the insurance and will be attached and made a part of the Policy should a policy be issued.

11/3/06
Date

Applicant's Authorized Signature of a Principle Partner or Officer

DIRECTOR, RISK MANAGEMENT
Title

Please ensure that additional information is attached where applicable.



EMPLOYMENT PRACTICES LIABILITY INSURANCE
CLAIMS MADE AND REPORTED

NOTICE: This Coverage is Provided on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to liability for only those covered **Claims** that are first made against an Insured and reported to us (in accordance with the provisions regarding notice) while the insurance is in force. The **LIMIT OF LIABILITY** shall be reduced and may be completely exhausted by payment of **Defense Costs**. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of Premium, this policy covers **Discrimination, Harassment, Retaliation, Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct** liability within the terms, conditions, limitations and exclusions set forth in this policy. It has been issued in reliance upon all statements made to us in the **Application** and any attachments and all other information provided to us. The **Application** is incorporated herein and forms a part of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations.

Under this policy the words "we", "us" and "our" refer to the Insurer providing this insurance.

The word "Insured" means any person or organization qualifying as such under **WHO IS INSURED.**

READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE. IMPORTANT: THIS IS A CLAIMS FIRST MADE AND REPORTED POLICY THAT INCLUDES DEFENSE COSTS WITHIN THE LIMIT OF LIABILITY.

I. COVERAGE: WHAT IS COVERED

A. We will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of an **Insured Event**, provided such **Claim** is first made during the Policy Period or, if applicable, the Extended Reporting Period, and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Without negating the foregoing requirements, such notice of **Claim** must also be reported no later than sixty (60) days after the end of the Policy Period or, if applicable, the Extended Reporting Period. The amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.

B. If the Declarations Page indicates that the Insured purchased coverage for **Inappropriate Third Party Conduct**, then we will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of a **Third Party Insured Event**, provided such **Claim** is first made during the Policy Period or, if applicable, the Extended Reporting Period, and reported in writing to us as soon as practicable but in no event later than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the Human Resources or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Refer to Section VIII.A. for full details of your duties in the event of a **Claim**. However, the amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.

C. This policy applies only if:

1. A **Claim** is first made against an Insured in accordance with **WHEN COVERAGE IS PROVIDED**;

2. The **Claim** is first reported in accordance with **WHEN COVERAGE IS PROVIDED** and **CONDITIONS** section **VIII.A** Duties in the event of a **Claim**; and

3. A **Claim** is first made against an Insured in accordance with **WHERE COVERAGE IS PROVIDED**.

D. Defense. We have the right and duty to defend any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event** made or brought against any Insured to which this policy applies. We will give consideration to your preference for defense counsel; however the final decision rests with us. We have no duty to provide other services or take other actions. Our duty to defend any **Claim** ends when the **LIMIT OF LIABILITY** that applies has been exhausted, and in such event, the Named Insured shall, upon notice from us, promptly take over control of the defense.

We have the right to investigate and to settle any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event**, in the manner and to the extent that we believe is proper, contingent upon the consent of the Named Insured as defined in this policy. This includes the right to agree to post a notice of compliance, provided such notice does not contain an admission of liability.

You may take over control of any outstanding **Claim** previously reported to us only if we both agree that you should, if required under law or if a court orders you to do so.

If your **LIMIT OF LIABILITY** is exhausted, we will notify you of all outstanding **Claims** so that you can take over control of their defense. We will help to transfer control to you.

E. During the transfer of control. We agree to take whatever steps are necessary to continue the defense of any outstanding **Claim** and avoid a default judgment during the

transfer of control to you. If we do so, you agree to pay reasonable expenses that we incur for taking such steps after the **LIMIT OF LIABILITY** is exhausted.

F. **Duty to pay.** We have the duty to pay any **Loss** that results from any **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event** made or brought against any Insured to which this policy applies. Our duty to pay ends when the applicable **LIMIT OF LIABILITY** has been exhausted. We will not pay more than the applicable **LIMIT OF LIABILITY**.

We have no duty to recognize or pay **Defense Costs** incurred without our prior consent. Any payment of **Defense Costs** is included in the **LIMIT OF LIABILITY**; it is not in addition to the **LIMIT OF LIABILITY**.

G. **Recommended Settlements.** As respects any **Claim** for which we recommend that a settlement offer be accepted but you do not give your consent to such settlement, and the **Claim** later results in a judgment or settlement in excess of the recommended settlement, our liability for **Loss** on account of such **Claim** shall not exceed: 1) the recommended settlement amount plus **Defense Costs** incurred as of the date we recommended the settlement; plus 2) 70% of covered **Loss** excess of the recommended settlement (subject to the **LIMIT OF LIABILITY**) so long as 30% of such excess is borne by the Insured at its own risk and uninsured. This provision shall not apply unless the total **Loss**, including the recommended settlement, would exceed the applicable Retention amount.

II. EXCLUSIONS: WHAT IS NOT COVERED

A. **Worker's Compensation/ERISA/FLSA/NLRA/WARN/COBRA/OSHA.** This policy does not cover any **Loss** arising out of any **Claim** alleging violation of any: i) worker's compensation, disability benefits or unemployment compensation law, social security and other employment benefits law; ii) the Employee Retirement Income Security Act of 1974 Public Law 93-406; iii) the Fair Labor Standards Act of 1938 (except the Equal Pay Act); (iv) the National Labor Relations Act; (v) the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988); (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vii) the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.); (viii) any statute, law or regulation similar to any statute, law or regulation described in (i) through (vii) of this exclusion; or (ix) any amendments to or regulations promulgated under any statute, law or regulation described in (i) through (vii) of this exclusion; provided, however, this exclusion shall not apply to any **Claim** for **Retaliation**.

B. **Contractual Liability.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** any Insured is obligated to pay by reason of the assumption of another's liability for an **Insured Event** or, if purchased, a **Third Party Insured Event** in a contract or agreement. This exclusion will not apply to liability for damages because of an **Insured Event** or, if purchased, a **Third Party Insured Event** that any Insured would have without the contract or agreement. This policy also does not cover any **Claims** for liability under any agreement

governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased **Employee**.

C. **Strikes and Lockouts.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** arising out of a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes, collective bargaining agreements or labor negotiations.

D. **Consequential Loss.** This policy does not cover any **Loss** resulting from or attributable to any allegations made by or solely for the benefit of a claimant's domestic partner, spouse, child, parent, brother or sister.

E. **Wage and Hour Law.** This policy does not cover any **Loss** arising out of a **Claim** alleging violation of any **Wage and Hour Law**, however, in the event such **Claim** also alleges an **Insured Event** otherwise covered by this policy, notwithstanding the provisions of section I.D. Defense, and subject to all other terms, conditions and exclusions contained in this policy, we agree to pay **Loss** solely for that portion of the **Claim** involving such **Insured Event**.

F. **Fraud and Collusion.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** alleging fraud or collusion by an Insured. Without limiting the foregoing, we will pay **Defense Costs** incurred relating to allegations of fraud and collusion to defend an innocent Insured named in such **Claim** so long as such **Claim** also contains allegations against that innocent Insured involving an **Insured Event** or, if purchased, a **Third Party Insured Event** otherwise covered by this policy.

G. **Price Discrimination.** This policy does not cover any **Loss** for **Inappropriate Third Party Conduct** alleging price discrimination, or other violation of any antitrust or unfair trade practices law.

H. **Prior Knowledge.** This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** of which any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware by actual knowledge of the facts or circumstances of such **Insured Events** or, if purchased, a **Third Party Insured Event** prior to the Prior Knowledge Date, as shown in the Declarations.

I. **Prior Notice.** This policy does not cover any **Loss** arising out of **Insured Events** or, if purchased, **Third Party Insured Events** that have been the subject of any notice given under any other policy prior to the inception date of this policy.

J. **Property Damage/Bodily Injury.** This policy does not cover any **Loss** for damage to, or destruction of, loss of, or loss of use of any tangible property; or for or arising out of bodily

injury, sickness, disease or death or any person; provided; however, that this exclusion shall not apply to that portion of a **Claim** for an **Insured Event** or, if purchased, a **Third Party Insured Event**, seeking **Loss** for emotional distress, loss of reputation, mental anguish, or humiliation otherwise covered by this policy.

III. WHEN COVERAGE IS PROVIDED

A. **Claims** are considered to be first made on the date the **Claim** is first commenced by the claimant and not the date any Insured is served or first receives notice of a **Claim**.

All **Claims** because of **One Insured Event** or, if purchased **One Third Party Insured Event**, will be considered to have been made on the date that the first of those **Claims** was first made.

B. Extended Reporting Period. If you or we non-renew this policy or if we cancel this policy, an Extended Reporting Period equal to the period of time set forth in Item 11(b) of the Declarations can be added by means of an Extended Reporting Period Endorsement along with the payment of the additional Premium set forth in Item 11(a) of the Declarations.

The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

Different renewal Premium or Self Insured Retention or Limits of Liability or changes in policy language shall not constitute non-renewal by us.

However, the Extended Reporting Period will not apply to any **Claim** if other insurance you buy covers you or would cover you if its limits of coverage had not been exhausted.

Coverage under the Extended Reporting Period is with respect to **Claims** first made against an Insured during the Extended Reporting Period and first reported by an Insured in accordance with Section VIII.A.1., provided always that **Claims** reported during the Extended Reported Period are limited to **Insured Events** or, if purchased, **Third Party Insured Events** which happen before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy.

The **LIMIT OF LIABILITY** that applies at the end of the Policy Period is not renewed or increased and the Limits, as shown in the Declarations, shall not be increased in any way by the addition of the Extended Reporting Period, if purchased.

C. If, during the Policy Period, any of the following changes occur:

1. the acquisition of an Insured, or of all or substantially all of its assets, by another entity, or the merger or consolidation of an Insured into or with another entity such that the Insured is not the surviving entity; or

2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate over fifty percent (50%) of the directors of an Insured;

coverage under this policy will continue in full force and effect with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed before such change, but coverage will cease with respect to **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** committed after such change. After any such change, this policy may not be cancelled, regardless of **CONDITIONS** section **VIII.E** Cancellation, and the entire Premium for the policy will be deemed fully earned.

IV. WHERE COVERAGE IS PROVIDED

This policy covers **Claims** for **Insured Events** or, if purchased, **Third Party Insured Events** that happen anywhere in the world.

V. WHO IS INSURED

A. Individual. If you are shown in the Declarations as an individual, you and your spouse are Insureds but only for the conduct of a business of which you are the sole owner.

B. Corporation. If you are shown in the Declarations as a corporation or organization other than a partnership or joint venture, you are an Insured. Your stockholders are also Insureds, but only with respect to their liability as your stockholders.

C. Partnership or Joint Venture. If you are shown in the Declarations as a partnership or joint venture, you are an Insured. Your partners or co-venturers and their spouses are also Insureds, but only for the conduct of your business.

However, no person nor organization is covered for the conduct of any current or past partnership or joint venture not named in the Declarations.

D. Employees. Your **Employees**, executive officers, directors and your trustees are Insureds. Your **Employee's** status as an Insured will be determined as of the date of the **Discrimination, Harassment, Retaliation, Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**, which caused an **Insured Event** or, if purchased, a **Third Party Insured Event**.

E. Mergers and Acquisitions. Any organization that you newly acquire, form or merge with while this policy is in effect that has less than 20% of the total number of your **Employees** as

of the inception date of this policy shall be an Insured at the time of such acquisition, merger or formation if you own at least fifty one percent (51%) of it. Within thirty (30) days prior to the expiration of the policy, the Insured shall give us written notice as to all such organizations. If you acquire, form or merge with any organization that has more than 20% of the total number of your **Employees** as of the inception date of this policy, such organization is also an Insured if you own at least fifty one (51%) of it; provided, however, no such organization is covered for more than forty five (45) days or the remainder of the Policy Period, whichever is less, from the date acquired, merged or formed unless we agree to cover such acquisition or newly formed organization within such forty five (45) day period in consideration of an additional Premium to be determined by us. Notwithstanding the foregoing, any acquired or formed organization is neither covered for **Loss** that results from an **Insured Event** or, if purchased, a **Third Party Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for **Loss** covered under any other insurance.

This provision does not apply to a partnership or joint venture. Nor does it apply to any organization once it is shown in the Declarations of this policy.

VI. LIMIT OF LIABILITY

A. The amount shown at Item 4(a) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period for **Loss** that results from any **One Insured Event** regardless of the number of **Claims**.

B. The amount shown at Item 4(b) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period for **Loss** that results from any **One Third Party Insured Event**, regardless of the number of **Claims**.

C. The amount shown at Item 4(c) in the Declarations is the Additional Defense Limit we will pay for **Defense Costs** incurred in the defense of **Claims**. **Defense Costs** shall apply first to and reduce the Additional Defense Limit which shall be in addition to, and not part of, the Aggregate Limit of Liability. The Additional Defense Limit is applicable to **Defense Costs** only and upon exhaustion of the Additional Defense Limit, **Defense Costs** incurred thereafter shall be part of and not in addition to the Aggregate Limit of Liability and payment of **Defense Costs** reduces and may exhaust the Aggregate Limit of Liability. Notwithstanding the foregoing, if the Aggregate Limit of Liability is exhausted by the payment of **Loss**, other than **Defense Costs**, or tendered to the Named Insured, the Additional Defense Limit shall also be deemed exhausted and no further **Defense Costs** will be paid.

D. The amount shown at Item 4(d) in the Declarations is the most we will pay for the combined total of all **Claims** first made or brought during the Policy Period for **Loss** that results from all **Insured Events** and **Third Party Insured Events** including **Defense Costs** incurred after the Additional Defense Limit has been exhausted.

If this Policy Period is extended, the Limits, as shown in the Declarations shall not in any way increase. For purposes of the **LIMIT OF LIABILITY,** any policy extension is considered to be part of and not in addition to the former Policy Period.

VII. SELF INSURED RETENTION

Our obligation to pay under this policy applies only to the amount of **Loss** in excess of any Self Insured Retention amount, as shown in the Declarations, and the **LIMIT OF LIABILITY** will not be reduced by the amount of such Self Insured Retention.

The Self Insured Retention amount will apply separately to each **Claim** made, however, it will only apply once to all **Claims** arising out of any **One Insured Event** or, if purchased, any **One Third Party Insured Event** regardless of the number of claimants who allege damages.

VIII. CONDITIONS

We have no duty to provide coverage under this policy unless there has been full compliance with all the conditions contained in this policy.

A. Duties in the event of a Claim

1. You must see to it that we or our Authorized Representatives, as shown in the Declarations, receive notice in writing as soon as practicable, but in no event more than sixty (60) days after any Insured who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities, becomes aware that a **Claim** has been made. Without negating the foregoing requirements, such notice of **Claim** must also be reported no later than sixty (60) days after the end of the Policy Period or, if applicable, the Extended Reporting Period. Your notification should include:

   (a) The identity of the person(s) alleging **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**;

   (b) the identity of any Insured(s) who allegedly committed the **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**;

   (c) the identity of any witnesses to the alleged **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**; and

   (d) the date(s) an **Insured Event** or, if purchased, a **Third Party Insured Event** took place.

2. You and any other Insured must:

   (a) immediately send us or our Authorized Representatives, as shown in the Declarations, copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;

   (b) authorize us or our Authorized Representatives, as shown in the Declarations, to obtain statements, records and other information;

   (c) co-operate with us or our Authorized Representatives, as shown in the Declarations, in the investigation or defense of the **Claim**; and

   (d) assist us or our Authorized Representatives, as shown in the Declarations, in the enforcement of any right against any person or organization which may be liable to an Insured because of **Loss** to which this policy may also apply.

3. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent. Subsequent payments that are deemed by us as having been prejudiced by any such voluntary payment will also be the sole responsibility of the Insured.

   We have no liability to pay costs that you incur prior to providing notice in accordance with this Section, nor shall any such costs be permitted to erode the Self-Insured Retention that may be applicable.

B. Report of a Potential Claim

Solely at an Insured's option, an Insured may within the Policy Period report an oral complaint:

1. by an **Employee**, former **Employee** or applicant for employment alleging **Discrimination**, **Harassment** and/or **Inappropriate Employment Conduct**; or

2. by a natural person who is not an **Employee** of any Insured alleging **Inappropriate Third Party Conduct**.

If such report is received by us or our Authorized Representatives, as shown in the Declarations, within the Policy Period then any **Claim** subsequently arising from such oral complaint will be deemed to be made on the date such report was received. Such report must include the identity of the person(s) making the oral complaint.

In the event a matter that was previously reported to us in accordance with this Section VIII. B. becomes a **Claim** for which you seek coverage under this policy, you must report such **Claim** in accordance with Section VIII. A. above, even if you have previously reported in connection with this Section VIII. B.

In respect of potential claims, costs incurred prior to notice in accordance with this policy will not be applied against the Self-Insured Retention, nor shall we have any obligation to pay such pre-notice costs that might otherwise be covered by the policy.

C. Legal Action Against Us

1. No person or organization has the right under this policy:

   (a) to join us as a party or otherwise bring us into a suit asking for damages from an Insured; or

   (b) to sue us on this policy unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on final judgment against an Insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMIT OF LIABILITY**. An agreed settlement means a settlement and release of liability signed by us, an Insured and the claimant's legal representative.

D. Other Insurance

This policy shall be deemed to be primary with the following exceptions: this policy shall apply only as excess insurance over, and shall not contribute with any fiduciary liability insurance or other insurance which applies to any **Claim** for any violation of ERISA as well as insurance which applies to any **Claim** against an **Independent Contractor** or leased or temporary **Employee** or for **Inappropriate Third Party Conduct**. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of any other insurance.

E. Cancellation

You may cancel this policy by surrendering the policy to us or by mailing to us written notice stating when such cancellation shall be effective. We may not cancel this policy for any reason other than non-payment of Premium by mailing to the Named Insured at the address shown in the Declarations, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation as stated in the notice shall become the end of the Policy Period. Delivery of such written notice shall be equivalent to mailing. The notice of cancellation shall state the reason for cancellation.

If you cancel, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under this policy is reported to us on or before the date of cancellation. If we cancel, earned Premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned Premium is not a condition of cancellation.

F. Representations

By accepting this policy you agree:

1. all statements in the **Application** and any attachments as well as all other information provided to us are accurate and complete;

2. those statements are based upon representations you made to us; and

3. those representations are material to our acceptance of this risk and we have issued this policy in reliance upon the truth of your representations.

In the event that any statement or representation in the **Application** is untrue, and the person who signed the **Application** knew that such statement or representation was untrue, this policy shall not afford coverage, but only with respect to the Insured organization and the person who signed the **Application**.

G. When We Do Not Renew / Renewal

If we decide not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations, written notice of the non-renewal not less than sixty (60) days before the expiration date. The notice of nonrenewal shall state the reason for nonrenewal.

If notice is mailed, proof of mailing will be sufficient notice of non-renewal.

H. Transfer Of Rights Of Recovery Against Others to Us

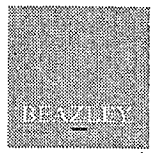
If any Insured has rights to recover all or part of any payments we have made under this policy, those rights are transferred to us; the Insured must do nothing after a **Loss** to impair them. At our request, any Insured will bring suit or transfer those rights to us and help us to enforce them.

I. Bankruptcy

Bankruptcy or insolvency of any Insured or of an Insured's estate will not relieve us of our obligations under this policy.

J. Valuation and Currency

All premiums, limits, retentions, **Loss** and other amounts under this policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is reached or another element of **Loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other **Loss** is due.



K. **Headings**

The description in the headings and subheadings are solely for convenience, and form no part of the terms and conditions of coverage.

L. **Alteration and Assignment**

No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to the policy, which is issued by us. You agree that this policy constitutes the entire agreement between the Insureds and us. Notice to or knowledge possessed by either party or any agent, broker or other person acting for you or us shall not effect a waiver of or estop you or us from asserting any rights under the policy.

IX. DEFINITIONS

A. **Application** means each and every signed **Application**, any attachments to such **Applications**, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which succeed it in time.

B. **Claim(s)** means a written complaint or written charge made against an Insured or a written demand made against an Insured in which damages are alleged, injunctive relief is sought, or where specific charges of **Discrimination**, **Harassment**, **Retaliation**, **Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct** are brought.

Claim includes:

1. a civil action, suit or administrative proceeding;

2. a written request to toll or waive a statute of limitations;

3. an administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, including, but not limited to, a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Claim** shall be limited to a Notice of Violation or Order to Show Cause or a written demand for monetary or injunctive relief;

4. an arbitration or mediation or other alternative dispute resolution proceeding if you are obligated to participate in such proceeding or if you agree to participate in such proceeding with our consent; or

5. a criminal proceeding commenced by the return of an indictment or similar pleading.

Claim shall not mean any labor or grievance arbitration subject to a collective bargaining agreement.

C. **Defense Costs** means those reasonable and necessary legal fees and expenses that result from the investigation, settlement, defense or appeal of a specific **Claim** including attorney fees and expenses, the cost of legal proceedings, the cost of expert consultants and witnesses, the cost of appeal, injunction, attachment or supersedeas bonds, the cost of bonds to release property being used to secure a legal obligation (but only for bond amounts within the **LIMIT OF LIABILITY** that applies). We have no obligation to furnish any bonds.

The following are not **Defense Costs**:

1. salaries and expenses of our **Employees**, including in-house and/or coverage attorneys, salaries and expenses of any Insured's **Employees** or the fees and expenses of independent adjusters we hire; or

2. amounts incurred prior to giving notice to us or our Authorized Representatives, as shown in the Declarations.

D. **Discrimination** means any actual or alleged termination of the employment relationship, demotion, failure or refusal to hire or promote, denial of an employment benefit or the taking of any adverse or differential employment action because of race, color, religion, age, sex, disability, pregnancy, sexual orientation, national origin, or any other basis prohibited by federal, state or local law.

E. **Employee** means an individual whose labor or service is currently or has formerly been engaged by and directed by the Named Insured, or any covered entity. This includes applicants for employment, volunteers, part time, seasonal and temporary **Employees** as well as any individual employed in a supervisory, managerial or confidential position and **Independent Contractors**. **Employees** who are leased to another employer are not **Employees**.

F. **Harassment** means any actual or alleged unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature, where such **Harassment** is based on a factor or category prohibited by law (including sex, race, age, national origin, disability, etc.), that 1. explicitly or implicitly are made a condition of employment, 2. are used as a basis for employment decisions, or 3. create a hostile, intimidating or offensive work environment or that interfere with performance.

G. **Inappropriate Employment Conduct** means any of the following:

1. actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful or in breach of an implied employment contract or breach of an express written employment contract (other than a collective bargaining agreement);

2. actual or alleged wrongful: demotion, evaluation, deprivation of a career opportunity or discipline;

3. actual or alleged misrepresentation in connection with an employment decision;

4. actual or alleged violation of the Family Medical Leave Act;

5. actual or alleged false imprisonment, detention or malicious prosecution in connection with an employment decision;

6. actual or alleged libel, slander, defamation of character or any invasion of right of privacy in connection with an employment decision; or

7. actual or alleged failure to: employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority.

Inappropriate Employment Conduct shall not include any allegations other than those set forth above.

H. **Inappropriate Third Party Conduct** means actual or alleged acts of discrimination or harassment by an Insured against any natural person who is not an **Employee** of any Insured occurring on or after the Third Party Retroactive Date as shown in the Declarations. **Inappropriate Third Party Conduct** shall not include actual or alleged acts of assault or battery.

I. **Independent Contractor** means any natural person **Independent Contractor** who performs labor or service solely for you on a full-time basis pursuant to a written contract or agreement, where such labor or service is under your exclusive direction. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Insured Event** or, if purchased, **Third Party Insured Event**.

J. **Insured Event** means actual or alleged acts of **Discrimination**, **Harassment**, **Retaliation** and/or **Inappropriate Employment Conduct**, by an Insured against an **Employee** or former **Employee** or applicant for employment with an Insured entity. **Insured Event** shall not include **Claims** for actual or alleged violation of any federal, state or local **Wage and Hour Laws** or regulations.

K. **Loss** means money which an Insured is legally obligated to pay as a result of a **Claim** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an Insured on that part of any judgment paid by us), settlements, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law.

However, **Loss** does not include anything specifically excluded in **EXCLUSIONS: WHAT IS NOT COVERED** section **II.**, or any of the following:

1. non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought for alleged **Harassment, Discrimination, Inappropriate Employment Conduct** and/or, if purchased, **Inappropriate Third Party Conduct**);

2. costs incurred by an Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person; costs associated with eliminating non-essential duties from the job description of a disabled person; costs associated with providing a disabled person with reasonable workplace accommodations; and costs associated with lost productivity by an employer as the result of making a reasonable workplace accommodation for a disabled person;

3. payment of insurance plan benefits by or on behalf of retired **Employees**, or that to which a claimant would have been entitled as an **Employee** had any Insured provided the claimant with a continuation of insurance;

4. liquidated damages where there is a finding of wilfulness;

5. civil or criminal fines, sanctions, liquidated damages (other than those awarded under the Age Discrimination in Employment Act or the Equal Pay Act); payroll or other taxes or other matters that may be deemed uninsurable according to the law under which this policy is construed;

6. amounts owed under federal, state or local **Wage and Hour Laws**;

7. commissions, bonuses, profit sharing or benefits including but not limited to medical, stock options, vacation, holiday, and/or sick pay;

8. severance pay;

9. damages determined to be owing under an express written contract of employment or obligation to make payments, including consequential and liquidated damages;

10. future salary, wages, bonus, commissions and/or benefits resulting from a settlement of a **Claim**, judgment, order or award that results in the rehiring, promotion or reinstatement of an **Employee**;

11. awards, costs, judgments, or orders resulting from a finding of contempt of court or violation of a court order or administrative decree; or

12. any payment, incentive, or other compensation that is granted in the form of securities of an Insured or is based on the value of securities of an Insured.

L. **One Insured Event** means (1) one or more covered allegations of **Discrimination**, **Harassment**, **Retaliation** and/or **Inappropriate Employment Conduct** which are related by an unbroken chain of events or (2) class action or multiple claimant or multiple plaintiff suits arising out of related **Insured Events**.

M. **One Third Party Insured Event** means one or more covered allegations of **Inappropriate Third Party Conduct** that are related by an unbroken chain of events.

N. **Retaliation** means any actual or alleged **Discrimination**, **Harassment** and/or **Inappropriate Employment Conduct** against an **Employee** on account of such **Employee's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Employee** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

O. **Third Party Insured Event** means actual or alleged acts of **Inappropriate Third Party Conduct** by an Insured against any natural person who is not an **Employee** of any Insured occurring on or after the Third Party Retroactive Date as shown in the Declarations.

P. **Wage and Hour Law** means any federal, state or local law governing or related to thepayment of wages including the payment of overtime, on-call time or minimum wages or the classification of **Employees** for the purpose of determining **Employees'** eligibility for compensation under such law(s).

Fiduciary Liability Excess Policy

ZURICH

Declarations

Insurance is provided by the following Company:

Zurich American Insurance Company

Policy Number: FLC 9024179 02

Item 1. Parent Company and address: American Water Works, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Item 2. Limit of Liability: $10,000,000
Note that the Limit of Liability is reduced or exhausted by Defense Costs.

Item 3. **Underlying Insurance**:

(A) **Primary Policy:**

Insurer	Policy Number	Limit of Liability
CHUBB	6803-9304	$15,000,000

(B) Other Policies:

Item 4. **Policy Period:** From 12:01 A.M. on January 1, 2006
To 12:01 A.M. on January 1, 2007
Local time at the address shown in Item 1.

Item 5. Endorsement(s) Effective at Inception: Numbers 1-4 as attached

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. PLEASE READ CAREFULLY

In witness whereof, the Underwriter issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Underwriter.

ZURICH AMERICAN INSURANCE COMPANY

Authorized Representative

10/19/2006
Date

Thomas A Bradley
President

Secretary

Fiduciary Liability Excess Policy

Claims Made Coverage

ZURICH

In consideration of payment of the premium and in reliance upon all statements made and information furnished to the Zurich American Insurance Company (herein called the Underwriter) and to the Insurers of the **Underlying Insurance,** including the statements made in the application and its attachments and any material submitted therewith, all of which are made a part hereof, and subject to the Declarations and the limitations, conditions, provisions, and other terms of this policy (including any endorsements hereto), the Underwriter, the **Parent Company** and the **Insureds** agree as follows:

I. INSURING CLAUSE

The Underwriter shall provide the **Insureds** with insurance coverage during the **Policy Period** excess of the **Underlying Insurance**. Coverage under this policy shall attach only after all of the Limit(s) of Liability of **Underlying Insurance** has been exhausted by the actual payment of loss(es). Except as otherwise provided herein, coverage under this policy shall then apply in conformance with and subject to the warranties, limitations, conditions, provisions, and other terms of the **Primary Policy** as in effect the first day of the **Policy Period,** together with the warranties and limitations of any other **Underlying Insurance.** In no event shall coverage under this policy be broader than coverage under any **Underlying Insurance.**

II. DEFINITIONS

When used in this policy:

A. **Insured,** either in the singular or plural, means those persons, organizations or benefit programs designated as insureds under the **Primary Policy.**

B. **Parent Company** means the organization designated in Item 1 of the Declarations of this policy.

C. **Policy Period** means the period of time specified in Item 4 of the Declarations of this policy, subject to prior termination in accordance with Subsection III.H. of this policy. If this period is less than or greater than one year, the Limit of Liability specified in Item 2 of the Declarations of this policy shall be the Underwriter's maximum limit of liability under this policy for the entire period.

D. **Primary Policy** means the policy designated in Item 3(A) of the Declarations of this policy.

E. **Underlying Insurance** means all of those policy(ies) designated in Item 3 of the Declarations of this policy.

III. GENERAL CONDITIONS AND LIMITATIONS

A. MAINTENANCE OF UNDERLYING INSURANCE

The Limit(s) of Liability of the **Underlying Insurance** scheduled in Item 3 of the Declarations of this policy shall be maintained during the **Policy Period** in full effect with solvent insurers except for any reduction or exhaustion of the aggregate Limit(s) of Liability available under the **Underlying Insurance** solely by reason of actual payment of loss(es) thereunder. Failure to comply with the foregoing shall not invalidate this policy but the Underwriter shall not be liable to a greater extent than if this condition had been complied with. To the extent that any **Underlying Insurance** is not so maintained, then the **Insureds** shall be deemed to be self-insured for the amount of the Limit(s) of Liability of any such **Underlying Insurance.**

In the event of a change to any **Underlying Insurance** by rewrite, endorsement or otherwise, coverage under this policy shall become subject to such change only if and to the extent the Underwriter's consent to such change is endorsed in writing to this policy. If such consent is not endorsed in writing on to this policy, the Underwriter shall not be liable to a greater extent than it would have been in the absence of such change to the **Underlying Insurance.**

B. REDUCTION/EXHAUSTION OF UNDERLYING LIMITS

In the event and only in the event of the reduction or exhaustion of the Limit(s) of Liability of the **Underlying Insurance** solely as the result of actual payment of loss covered thereunder, this policy shall: (i) in the event of reduction, pay excess of the reduced Limit(s) of Liability of the **Underlying Insurance,** and (ii) in the event of exhaustion, continue in force as primary insurance excess of the retention applicable in the **Primary Policy,** which retention shall be applied to any subsequent loss as specified in the **Primary Policy.**

Notwithstanding any of the terms of this policy which might be construed otherwise, this policy shall drop down only in the event of reduction or exhaustion of the **Underlying Insurance** by the actual payment of loss and shall not drop down for any other reason including, but not limited to, uncollectibility (in whole or in part) of any **Underlying Insurance.** The risk of uncollectibility of such **Underlying Insurance** (in whole or in part) whether because of financial impairment or insolvency of the underlying insurer or for any other reason, is expressly retained by the **Insureds** and is not in any way or under any circumstances insured or assumed by the Underwriter.

C. LIMIT OF LIABILITY

The amount set forth in Item 2 of the Declarations is the maximum aggregate Liability of the Underwriter under this policy with respect to all claims first made during the **Policy Period** against all **Insureds** irrespective of the time of payment by the Underwriter**.** Defense Costs are part of and not in addition to the Limit of Liability and the payment by the Underwriter of Defense Costs reduces such Limit of Liability.

D. INVESTIGATION AND SETTLEMENT

The Underwriter may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim against any of the **Insureds** for matters covered by this policy even if the **Underlying Insurance** has not been exhausted and the **Insureds** shall give the Underwriter such information and cooperation as it may reasonably require.

E. SUBROGATION

In that this policy is "Excess Coverage," the **Insureds'** right of recovery against any person or entity may not be exclusively subrogated to the Underwriter. Therefore, in the event of any payment under this policy, the Underwriter will act in concert with all other interests (including the **Insureds'**) concerned in the exercise of such rights of recovery. The apportioning of amounts which may be so recovered shall follow the principle that any interests (including the **Insureds'**) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriter is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the interests (including the **Insureds'**) of which this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the **Insureds'**) concerned, in the ratio of their respective recoveries as finally settled.

F. NOTICE

The **Insureds** shall, as a condition precedent to exercising their rights under this policy, give to the Underwriter written notice of any claim or any situation that could give rise to a claim under this policy or any **Underlying Insurance** in the same manner required by the terms and conditions of the **Primary Policy.**

The Underwriter shall be given notice in writing as soon as practicable in the event of (a) the termination of any **Underlying Insurance,** (b) any additional or return premiums charged or allowed in connection with any **Underlying Insurance,** or (c) any change to the **Underlying Insurance** by rewrite, endorsement or otherwise. Written notice to the Underwriter shall be given to Zurich American Insurance Company, One Liberty Plaza, 30th Floor, New York, New York 10006, Attention Executive Assurance Department.

G. ALTERATION

No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an authorized representative of the Underwriter.

H. POLICY TERMINATION

This policy shall terminate at the earliest of the following times:

1. the effective date of termination specified in written prior notice by the **Parent Company** to the Underwriter,
2. sixty (60) days after receipt by the **Parent Company** of a written notice of termination from the Underwriter.
3. upon expiration of the **Policy Period** as set forth in Item 4 of the Declarations,
4. ten (10) days after receipt by the **Parent Company** of a written notice of termination from the Underwriter for failure to pay a premium when due,
5. at such time as may be agreed upon by the Underwriter and the **Parent Company.**

The Underwriter shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Parent Company**. Under any other circumstances the refund shall be computed pro rata.

New Jersey Amendatory Endorsement

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: January 01, 2006

To be attached to and form
a part of Policy Number: FLC 9024179 02

Endorsement Number: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Fiduciary Liability Policy

It is agreed that the Policy Termination section of this policy is deleted in its entirety and is replaced with the following:

A. Pursuant to New Jersey law, this policy cannot be canceled or nonrenewed for any underwriting reason, guideline which arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the **Insured**. The underwriting reasons or guidelines that an Underwriter can use to cancel or nonrenew this policy are maintained by the Underwriter in writing and will be furnished to the **Insured** and/or the **Insured's** lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time of notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. CANCELLATION:

1. The **Parent Company** may cancel this policy by sending prior written notice of the effective date of termination to the Underwriter.
2. The Underwriter may cancel this policy only for nonpayment of premium.
3. If the Underwriter cancels this policy for nonpayment of premium, the Underwriter will mail or deliver a written notice, to the to the **Parent Company** and any person entitled to notice under this policy, at least ten (10) days before the effective date of cancellation. Notice will be sent to the last mailing addresses known to the Underwriter by certified mail, or first class mail, if the Underwriter has obtained from the post office a date stamped proof of mailing showing names and addresses.
4. In the notice of cancellation which is sent to the **Parent Company**, the Underwriter will state the reason for cancellation. For cancellation due to nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
5. The Underwriter need not send notice of cancellation if the **Insured** has replaced coverage elsewhere or specifically requested termination.
6. The Underwriter shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Parent Company**. Under any other circumstances the refund shall be computed pro rata.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. NONRENEWAL

1. If the Underwriter elects not to renew this policy, the Underwriter will mail by certified mail to the **Parent Company**, and mail to the agent, if any, written notice of nonrenewal. The Underwriter will mail this notice to the last mailing addresses known to the Underwriter at least thirty (30) days but no more than onehundredtwenty (120) days prior to the expiration of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its anniversary.
2. Notice will be sent to the last mailing addresses known to the Underwriter by certified mail, or first class mail, if the Underwriter has obtained from the post office a date stamped proof of mailing showing names and addresses.

3. If either one of the following occurs, the Underwriter is not required to provide written notice of nonrenewal:
   a. An **Insured** has obtained replacement coverage; or
   b. Specifically requested termination.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed by: _____ 10/19/2006

Authorized Representative Date

Pending And Prior Litigation Exclusion (Increased Limits)

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: January 1, 2006

To be attached to and form
a part of Policy Number:FLC 9024179 02

Endorsement Number: 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Fiduciary Liability Policy

It is agreed that:

The Underwriter shall not be liable for **Loss** on account of any **Claim** made against any **Insured Person** based upon, arising out of, or attributable to any demand, suit or proceeding pending, or order, decree or judgment entered against the **Company** or any **Insured Person** on or prior to **July 22, 1992**, or the same fact, circumstances or situation underlying or alleged therein.

This endorsement shall only apply to the limits of liability of $5,000,000 excess of $15,000,000 for each Loss and $5,000,000 excess of $15,000,000 for each **Policy Period**.

All other terms and conditions remain unchanged.

Signed by: _____ 10/19/2006
Authorized Representative — Date

Pending And Prior Litigation Exclusion (Increased Limits)

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: January 1, 2006

To be attached to and form
a part of Policy Number:FLC 9024179 02

Endorsement Number: 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Fiduciary Liability Policy

It is agreed that:

The Underwriter shall not be liable for **Loss** on account of any **Claim** made against any **Insured Person** based upon, arising out of, or attributable to any demand, suit or proceeding pending, or order, decree or judgment entered against the **Company** or any **Insured Person** on or prior to **January 1, 2002**, or the same fact, circumstances or situation underlying or alleged therein.

This endorsement shall only apply to the limits of liability of $5,000,000 excess of $20,000,000 for each Loss and $5,000,000 excess of $20,000,000 for each **Policy Period**.

All other terms and conditions remain unchanged.

Signed by: _____ 10/19/2006
Authorized Representative — Date

Reliance Upon Other Insurer's Application

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: 01/01/2006

To be attached to and form
a part of Policy Number: FLC 9024179 02

Endorsement Number: 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Fiduciary Liability Excess Policy

It is understood and agreed that the term "application" shall include the following:

1. all signed applications for this Policy and for any similar policy in an uninterrupted series of policies issued by the Underwriter of which this policy is a replacement, including any attachments or materials submitted in connections with such application(s), and,

2. the written Executive Protection Portfolio Fiducairy Liability Coverage Renewal Application for American Water Works, Inc. signed by the Director, Risk Management dated 11/18/2005 and any attachments thereto or supplemental information provided in connection therewith as part of the underwriting process.

All representations and warranties made in the referenced applications are also made to Zurich American Insurance Company and have been relied upon by Zurich American Insurance Company. All such applications are deemed attached to and incorporated into this Policy.

All other terms and conditions remain unchanged.

Signed by: _____ 10/19/2006
Authorized Representative Date

MARSH

Sharon Sebro
Client Advisor

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3178 Fax 212 345 3706
Sharon Sebro@Marsh.com
www.marsh.com

February 27, 2007

Jim Li
Director, Risk Manager
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject: **Excess Fiduciary Liability Insurance**
Zurich American Insurance Company
Policy Number: FLC-9024179 02
Policy Period: January 1, 2007 to January 1, 2008

Dear Jim:

We are pleased to enclose your Excess Fiduciary Liability Insurance policy which was issued by Zurich American Insurance Company for the Policy Period of January 1, 2007 to January 1, 2008. We have checked this policy for accuracy and found it to be accordance with your binding instructions. For you convenience, we have summarized this coverage.

You should review this policy and advise Marsh within 30 days following your receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms.

Limit of Liability: $10,000,000

Attachment: $15,000,000

Annual Premium: $51,542 (including TRIA)

Insuring Agreement:

The underwriter shall provide the Insureds with insurance coverage during the Policy Period excess of the underlying Insurance. Coverage under this policy shall attach only after the Limit(s) of Liability of Underlying Insurance has been exhausted by the actual payment of loss (es). Except as otherwise provided herein, coverage under this policy shall then apply in conformance with the subject to the warranties, limitations, conditions, provisions, and other terms of the Primary Policy as in effect the first day of the Policy Period, together with the warranties and limitations of any other Underlying Insurance. In no even shall coverage under this policy be broader than coverage any Underlying Insurance.

MMC Marsh & McLennan Companies

MARSH

Endorsement to the policy:

1. New Jersey Amendatory Endorsement
2. Pending and Prior Litigation Exclusion ($5mm excess of $15mm) July 22, 1992
3. Pending and Prior Litigation Exclusion Increased Limited ($5mm excess $20mm) January 1, 2002
4. Reliance upon other Insurer's Application

Note: This policy is written on a Claims Made Basis. This policy covers only Claims first made against the Insureds during the Policy Period.

Please read and review the policy carefully and be aware of the Notice Provision:

The Insureds shall, as a condition precedent to exercising any right under this policy, give the underwriter written notice of any Claim as any situation that could give rise to a claim under this policy or any Underlying Insurance in the same manner required and terms and conditions of the Primary Policy.

The Undewriter shall be given notice in writing as soon as practicabe in the event of (a) the termination of any Underlying Insurance, (b) any additional or return premiums charged or allowed in connection with any Underlying Insurance, or(c) any change to the Underlying Insurance by rewrite, endorsement or otherwise. Written notice to the Underwriter shall be given to:

Zurich American Insurance Company
One Liberty Plaxa, 30th Floor
New York, NY 10006
Attn: Excecutive Assurance Department

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions

Please review the attached and should you have any questions or concerns, please feel free to give Margaret Shannon a call at (212) 345- 5918 or me at (212) 345-3178..

Sincerely,

Sharon Sebro
Client Advisor

DECLARATIONS

FEDERAL INSURANCE COMPANY
A stock insurance company, incorporated under the laws of Indiana, herein called the Company

Policy Number: 6803-9304

THE EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY, FIDUCIARY LIABILITY, OUTSIDE DIRECTORSHIP LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTIONS (WHICHEVER ARE PURCHASED) PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE APPLICABLE LIMIT(S) OF LIABILITY TO PAY "LOSS" WILL BE REDUCED, AND MAY BE EXHAUSTED, BY THE PAYMENT OF "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN. "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Parent Organization:** American Water Works Company, Inc.
Principal Address: 1025 Laurel Oak Road
Voorhees, NJ 08043

Item 2. **Policy Period:** From 12:01 A.M. on January 1, 2007
To 12:01 A.M. on January 1, 2008
Local time at the address shown in Item 1.

Item 3. Coverage Summary
Description:
GENERAL TERMS AND CONDITIONS
FIDUCIARY LIABILITY

Item 4. Termination of
Prior Bonds or Policies: 6803-9304 (Jan 1, 2006 - Jan 1, 2007)

In witness whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY

W. Andrew Macan

Secretary

Thomas F. Motamed

President

01/02/07

Date

Robert Hamburger

Authorized Representative

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this policy, the Company and the Insureds agree as follows:

Territory

1. Coverage shall extend anywhere in the world.

Terms and Conditions

2. Except for these General Terms and Conditions or unless stated to the contrary in any coverage section of this policy, the terms and conditions of each coverage section shall apply only to that coverage section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any coverage section, the terms and conditions of such coverage section shall control for purposes of that coverage section. Any defined term referenced in these General Terms and Conditions but defined in a coverage section shall, for purposes of coverage under that coverage section, have the meaning set forth in that coverage section.

Definitions

3. When used in this policy:

Claim shall have the meaning set forth in the applicable coverage section.

Insured shall have the meaning set forth in the applicable coverage section.

Parent Organization means the organization designated in Item **1** of the Declarations of these General Terms and Conditions.

Policy Period means the period of time specified in Item 2 of the Declarations of these General Terms and Conditions, subject to prior termination in accordance with Subsection 11 below. If this period is less than or greater than one year, then the limits of liability specified in the Declarations for each coverage section shall be the Company's maximum limit of liability under such coverage section for the entire period.

Limits of Liability and Retentions

4. Unless stated to the contrary in any coverage section, the limits of liability and retentions shown for each coverage section are separate limits of liability and separate retentions pertaining to the coverage section for which they are shown. Unless stated to the contrary in any coverage section of this policy, the payment of a retention under one coverage section shall not constitute payment of, and shall not reduce, the applicable retention under any other coverage section.

Notice

5. Any notice to the Company with respect to any coverage section shall designate the coverage section under which notice is being given and shall be treated as notice only under the coverage section(s) so designated.

   Notice to the Company of a **Claim**, or of circumstances which could give rise to a **Claim**, shall be given in writing addressed to:

   Attn: Claims Department
   Chubb Group of Insurance Companies
   82 Hopmeadow Street
   Simsbury, Connecticut 06070-7683

   All other notices to the Company shall be given in writing addressed to:

   Attn: Underwriting
   Chubb Group of Insurance Companies
   82 Hopmeadow Street
   Simsbury, Connecticut 06070-7683

   Any such notice shall be effective on the date of receipt by the Company at such address.

Valuation and Foreign Currency

6. All premiums, limits, retentions, loss and other amounts under this policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any coverage section, if a judgment is rendered, a settlement is denominated or any element of loss under this policy is stated in a currency other than United States of America dollars, payment under this policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the judgment becomes final, the amount of the settlement is agreed upon or the element of loss is due, respectively.

Subrogation

7. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the **Insured**'s rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.

Action Against the Company

8. No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy. No person or entity shall have any right under this policy to join the Company as a party to any action against any **Insured** to determine such **Insured**'s liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

Parent Organization Rights and Obligations

9. By acceptance of this policy, the **Parent Organization** agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice provided for in this policy (except the giving of notice to apply for an Extended Reporting Period); the adjustment of loss amounts; and the receipt or enforcement of payment of loss (and the **Parent Organization** further agrees that it shall be responsible for application of any such payment as provided in this policy). Each **Insured** agrees that the **Parent Organization** shall act on its behalf with respect to all such matters.

Alteration and Assignment

10. No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.

Termination of Policy or Coverage Section

11. This policy or any coverage section shall terminate at the earliest of the following times:

    (a) sixty days after receipt by the **Parent Organization** of written notice of termination from the Company for any reason other than non-payment of premium;

    (b) twenty days after receipt by the **Parent Organization** of written notice of termination from the Company for non-payment of premium;

    (c) upon receipt by the Company of written notice of termination from the **Parent Organization**; provided that this policy may not be terminated by the **Parent Organization** after the effective date of any acquisition of the **Parent Organization** as described in the Changes in Exposure subsection of the applicable coverage section of this policy;

    (d) upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations of these General Terms and Conditions; or

    (e) at such other time as may be agreed upon by the Company and the **Parent Organization**.

    The Company shall refund the unearned premium computed at customary short rates if this policy or any coverage section is terminated by the **Parent Organization**. Under any other

circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of a notice of termination, but such payment shall be made as soon as practicable thereafter.

Termination of Prior Bonds or Policies

12. Any bonds or policies issued by the Company or its affiliates and specified in Item 4 of the Declarations of these General Terms and Conditions shall terminate, if not already terminated, as of the inception of this policy.

Bankruptcy

13. Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this policy.

Headings

14. The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

CHUBB

Schedule of Forms

To be attached to and form part of Policy No. 6803-9304

Company: Federal Insurance Company

Issued to: American Water Works Company, Inc.

Executive Protection Portfolio General Terms and Conditions Section (Federal & Vigilant)

14-02-7543 (11/02 ed.)

14-02-9228 (4/04 ed.)

Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

14-02-7547 (11/02 ed.)

14-02-8459 (5/03 ed.)

14-02-8906 (2/06 ed.)

CHUBB

ENDORSEMENT

Coverage Section: Executive Protection Portfolio General Terms and Conditions Section (Federal & Vigilant)

Effective date of
this endorsement: January 1, 2007

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

NEW JERSEY AMENDATORY ENDORSEMENT
TO THE GENERAL TERMS AND CONDITIONS SECTION

In consideration of the premium charged, it is agreed that:

1. Subsection 11. Termination of Policy or Coverage Section (a) of the General Terms and Conditions Section is amended to add the following to the end of such paragraph (a):

   "provided that, after this policy or the applicable coverage section is in effect for sixty (60) days, or is a renewal, the Company may cancel this policy, other than for non-payment of premium, only for one or more of the following reasons:

   (1) moral hazard, meaning, the risk, danger, or probability that the Insured will destroy or permit to be destroyed, any insured property for the purpose of collecting insurance proceeds; or any change in the character or circumstances of the Insured that will increase the probability of a loss or liability for which the Company will be held responsible;

   (2) material misrepresentation or nondisclosure of a material fact at the time of the acceptance of the risk;

   (3) increased hazard or material change in the risk assumed which could not have been reasonably contemplated;

   (4) substantial breaches of contractual duties, conditions, or warranties that materially affect the nature and/or insurability of the risk;

   (5) lack of cooperation from the Insured on loss control matters materially affecting insurability of the risk;

   (6) fraudulent acts against the Company by the Insured or its representatives that materially affect the nature of the risk insured;

   (7) loss of or reduction in available insurance capacity;

   (8) material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of this policy, provided that proper notice is filed with the insurance commissioner;

(9) loss of or reduction in applicable reinsurance;

(10) failure by the Insured to comply with any federal, state, or local fire, health, safety, building or construction regulation, law, or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;

(11) failure by the Insured to provide reasonable and necessary underwriting information to the Company upon written request therefor and a reasonable opportunity to respond; or

(12) agency termination;

2. Subsection 11. Termination of Policy or Coverage Section (d) of the General Terms and Conditions Section is amended to add the following at the end of such paragraph (d):

"provided that, non-renewal by the Company of this policy or any coverage section is effective if the Company delivers or mails, by first class mail (if the Company retains a date stamped proof of mailing from the post office showing the addressee) or certified mail, between thirty (30) and one hundred and twenty (120) days advance written notice of non-renewal to the Parent Organization at its last known address. Such non-renewal will be based on underwriting guidelines that are not arbitrary, capricious or unfairly discriminatory and the notice of non-renewal will state the reason(s) for non-renewal. If the Company does not provide the notice within the time period specified in this paragraph, this policy will be extended until such notice is provided, with such extension conditioned upon the payment of premium calculated by pro-rating the premium for the expiring Policy Period; or"

3. Subsection 11. Termination of Policy or Coverage Section of the General Terms and Conditions Section is amended further to add the following at the end of such Subsection:

"Any notice of cancellation by the Company will be delivered or mailed by first class mail (if the Company retains a date stamped proof of mailing from the post office showing the addressee) or certified mail to the Parent Organization at its last address known to the Company.

The Company will provide such notice of such cancellation between thirty (30) and one hundred twenty (120) days before the effective date of cancellation, except that notice of cancellation for nonpayment of premium or moral hazard may be given up to ten (10) days before the effective date of cancellation.

Notices of cancellation or non-renewal by the Company will contain a provision in bold type stating that the Insured may file a written complaint on the decision to cancel or non-renew such coverage section with the New Jersey Department of Insurance. The Department's address will be included and the Insured will be advised to immediately contact the Insurance Department in the event it wishes to file a complaint.

The Company has no obligation to send notice of cancellation or non-renewal if the Parent Organization has:

(1) replaced coverage elsewhere; or

(2) specifically requested termination.

The Company may increase premium or change the terms and conditions of the policy upon renewal by delivering or mailing written notice of such changes to the Parent Organization between thirty (30) and one hundred and twenty (120) days before the premium due date. Such notice will state the effect of nonpayment of the premium by the due date."

CHUBB

The policy is deemed to have been amended to the extent necessary to effectuate the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the policy or any endorsement to the policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions comply with the applicable insurance laws of the state of New Jersey.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: Executive Protection Portfolio General Terms and Conditions Section (Federal & Vigilant)

Effective date of
this endorsement/rider: January 1, 2007

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the coverage provided by this insurance.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date: January 2, 2007

By Robert Hamburger
Authorized Representative

DECLARATIONS

FEDERAL INSURANCE COMPANY
A stock insurance company, incorporated under the laws of Indiana, herein called the Company

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", UNLESS OTHERWISE SPECIFIED HEREIN, AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Parent Organization:**

American Water Works Company, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Item 2. Optional Defense Outside the Limits of Liability Coverage purchased ☐ Yes ☒ No

Item 3. Limits of Liability:

(A) Each **Claim**: $15,000,000.00

(B) Each **Policy Period**: $15,000,000.00

Note: Unless Defense Outside the Limits of Liability Coverage is purchased pursuant to Item 2 above, the Limits of Liability will be reduced and may be exhausted by **Defense Costs**.

Item 4. Retention:

(A) Insuring Clause 1 - Fiduciary Liability Coverage: $250,000.00

(B) Insuring Clause 2 - Voluntary Settlement Program Coverage: $0.00

Item 5. **Organization:**

American Water Works Company, Inc. and its Subsidiaries

Item 6. Extended Reporting Period:

(A) Additional Period: 365 day

(B) Additional Premium: 150 % of Annualized Premium for the Expiring **Policy Period**

Item 7. Pending or Prior Date:

(A)	Insuring Clause 1:	July 22, 1972
(B)	Insuring Clause 2:	July 22, 1972

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this coverage section, the Company and the Insureds agree as follows:

Insuring Clauses

Fiduciary Liability Coverage Insuring Clause 1

1. The Company shall pay, on behalf of the **Insureds**, **Loss** on account of any **Fiduciary Claim** first made against the **Insureds** during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted or allegedly committed or attempted before or during the **Policy Period** by such **Insureds**, or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 11 of this coverage section.

Voluntary Settlement Program Coverage Insuring Clause 2

2. The Company shall pay, on behalf of the **Insureds**, **Settlement Fees** and **Defense Costs** with respect to a **Settlement Program Notice** first given to the Company during the **Policy Period**, or, if exercised, during the Extended Reporting Period, provided (i) the **Settlement Fees** and **Defense Costs** are incurred after such **Settlement Program Notice** is first given to the Company, and (ii) the Company's maximum liability for all **Settlement Fees** and **Defense Costs** with respect to all **Settlement Program Notices** first given to the Company during the **Policy Period** (including the Extended Reporting Period, if applicable) shall be $100,000. Such amount shall be part of, and not in addition to, the Limit of Liability otherwise applicable to this coverage section.

Definitions

3. When used in this coverage section:

Administration means:

(1) advising, counseling or giving notice to **Employees**, participants or beneficiaries with respect to any **Plan**;

(2) providing interpretations with respect to any **Plan**; or

(3) handling of records or effecting enrollment, termination or cancellation of **Employees**, participants or beneficiaries under any **Plan**.

Application means all signed applications, including attachments and other materials submitted therewith or incorporated therein, submitted by the **Insureds** to the Company for this coverage section or for any coverage section or policy of which this coverage section is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this coverage section.

Claim means for the purposes of coverage under:

(1) Insuring Clause 1: any **Fiduciary Claim**; or

(2) Insuring Clause 2: any **Settlement Program Notice**.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees or benefits of the directors, officers or **Employees** of the **Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Organization**.

Employee means any natural person whose labor or service is engaged by and directed by the **Organization** or any **Plan**, including part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any independent contractor.

ERISA means the Employee Retirement Income Security Act of 1974, the English Pension Scheme Act 1993, the English Pensions Act 1995, all as amended, any similar common or statutory law anywhere in the world, and any rules or regulations promulgated under any such Acts or law.

Executive means any natural person who was, now is or shall become:

(a) a duly elected or appointed director, officer, **Manager**, or in-house general counsel of any **Plan** or any **Organization** incorporated in the United States of America; or

(b) a holder of a position equivalent to any position described in (a) above in an **Organization** that is chartered in any jurisdiction other than the United States of America.

Fiduciary Claim means:

(a) a written demand for monetary damages or non-monetary relief;

(b) a civil proceeding commenced by the service of a complaint or similar pleading;

(c) a criminal proceeding commenced by a return of an indictment or information;

(d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document or by the entry of a formal investigative order or similar document; or

(e) a written notice of commencement of a fact-finding investigation by the U.S. Department of Labor, the U.S. Pension Benefit Guaranty Corporation, or any similar governmental authority located outside the United States, including but not limited to, the Pensions Ombudsman appointed by the United Kingdom Secretary of State for Social Services, the United Kingdom Occupational Pensions Regulatory Authority,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

Except as may otherwise be provided in Subsection 9, Subsection 10(e), or Subsection 11(b) of this coverage section, a **Fiduciary Claim** will be deemed to have first been made when such **Fiduciary Claim** is commenced as set forth in this definition (or, in the case of a written demand or notice, when such demand or notice is first received by an **Insured**).

Financial Impairment means the status of an **Organization** resulting from:

(a) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Organization**; or

(b) such **Organization** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Insured means the **Organization**, any **Plan** and any **Insured Person**.

Insured Person means:

(a) any past, present or future **Executive**, **Employee** or natural person trustee of the **Organization** or of the **Sponsored Plan**; and

(b) any past, present or future natural person trustee or fiduciary of a multi-employer plan, if such person in such capacity is added as an **Insured Person** by specific written endorsement to this coverage section.

Loss means the amount that any **Insured** becomes legally obligated to pay on account of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, or the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest, **Defense Costs** and, solely with respect to Insuring Clause 2, **Settlement Fees**.

Loss does not include:

(a) any amount not indemnified by the **Organization** for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order;

(b) any costs incurred by an **Organization** or **Plan** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;

(c) any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, investigation or demand that is not then a **Claim** even if (i) such amount also benefits the defense of a covered **Claim**, or (ii) such action, proceeding, investigation or demand subsequently gives rise to a **Claim**;

(d) taxes, fines or penalties, except as provided above with respect to punitive or exemplary damages or the multiple portion of any multiplied damages, and except:

(i) the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;

(ii) any civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the United Kingdom Occupational Pensions Regulatory Authority, pursuant to the English Pension Scheme Act 1993, the English Pensions Act 1995, or rules or regulations thereunder; provided any coverage for such civil penalties applies only if the funds or assets of the subject **Plan** are not used to fund, pay or reimburse the premium for this coverage section; or

(iii) solely with respect to Insuring Clause (2), **Settlement Fees**;

(e) any amount allocated to non-covered loss pursuant to Subsection 13 of this coverage section; or

(f) any amount not insurable under the law pursuant to which this coverage section is construed, except as provided above with respect to punitive or exemplary damages or the multiple portion of any multiplied damages.

Manager means any natural person who was, now is or shall become a manager, member of the Board of Managers or equivalent executive of an **Organization** that is a limited liability company.

Organization means, collectively, those organizations designated in Item 5 of the Declarations for this coverage section, including any such organization in its capacity as a debtor in possession under the United States bankruptcy law or in an equivalent status under the law of any other country.

Plan means:

(a) any **Sponsored Plan**; and

(b) any government-mandated insurance program for workers' compensation, unemployment, social security or disability benefits for **Employees**.

Pollutants means (a) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, or (b) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products or any noise.

Related Claims means all **Claims** for **Wrongful Acts** based upon, arising from or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

Settlement Fees means any fees, fines, penalties or sanctions paid by an **Insured** to a governmental authority pursuant to a **Settlement Program** for the actual or alleged inadvertent non-compliance by a **Plan** with any statute, rule or regulation; provided **Settlement Fees** shall not include (a) any costs to correct the non-compliance, or any other

charges, expenses, taxes or damages; or (b) any fees, fines, penalties or sanctions relating to a **Plan** which, as of the earlier of the inception of this coverage section or the inception of the first policy in an uninterrupted series of policies issued by the Company of which this coverage section is a direct or indirect renewal or replacement, any **Insured Person** knew to be actually or allegedly non-compliant.

Settlement Program means any voluntary compliance resolution program or similar voluntary settlement program administered by the U.S. Internal Revenue Service or the U.S. Department of Labor, including but not limited to, the Employee Plans Compliance Resolution System, the Audit Closing Agreement Program, the Voluntary Compliance Resolution Program, the Walk-in Closing Agreement Program, the Administrative Policy Regarding Self-Correction, the Tax Sheltered Annuity Voluntary Correction Program, the Delinquent Filer Voluntary Compliance Program, and the Voluntary Fiduciary Correction Program, or any similar program administered by a governmental authority located outside the United States.

Settlement Program Notice means prior written notice to the Company by the **Insured** of the **Insured's** intent to enter into a **Settlement Program**.

Sponsored Plan means:

(a) any Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each are defined in **ERISA**, which is operated solely by the **Organization** or jointly by the **Organization** and a labor organization solely for the benefit of the **Employees** or **Executives** of the **Organization** located anywhere in the world and which existed on or before the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions or which is created or acquired after such inception date; provided (i) any coverage with respect to any such Plan created or acquired during the **Policy Period** shall apply only for **Wrongful Acts** committed, attempted, or allegedly committed or attempted after the effective date of such creation or acquisition and shall be subject to Subsection 15 of this coverage section, and (ii) any coverage with respect to an employee stock ownership plan created or acquired during the **Policy Period** shall be further subject to Subsection 19 of this coverage section;

(b) any other employee benefit plan or program not subject to **ERISA** which is sponsored solely by the **Organization** for the benefit of the **Employees** or **Executives**, including any fringe benefit or excess benefit plan;

(c) any other plan or program otherwise described in paragraphs (a) or (b) above while such plan or program is being actively developed, formed or proposed by the **Organization** prior to the formal creation of such plan or program; provided, however, no coverage is afforded under this coverage section for any **Claim** against an **Insured** in a settlor or similar uninsured capacity with respect to any plan or program; and

(d) any other plan, fund, or program specifically included as a **Sponsored Plan** by endorsement to this coverage section.

Sponsored Plan shall not include any employee stock ownership plan created or acquired by the **Organization** during the **Policy Period** (except as otherwise provided in Subsection 19 of this coverage section), or any multi-employer plan created before or during the **Policy Period.**

Subsidiary, either in the singular or plural, means any organization while more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for election of or to appoint directors or **Managers** of such organization are owned or controlled, directly or indirectly, in any combination, by one or more **Organizations**.

Wrongful Act means with respect to any **Plan**:

(a) any breach of the responsibilities, obligations or duties imposed by **ERISA** upon fiduciaries of the **Sponsored Plan** in their capacity as such fiduciaries;

(b) any negligent act, error or omission in the **Administration** of any **Plan** committed, attempted, or allegedly committed or attempted by an **Insured** in the **Insured's** capacity as such; or

(c) any other matter claimed against an **Insured** solely by reason of the **Insured's** service as a fiduciary of any **Sponsored Plan**.

Exclusions

4. The Company shall not be liable for **Loss** on account of any **Claim** against an **Insured**:

(a) based upon, arising from or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that, before the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions, was the subject of any notice given under any policy or coverage section of which this coverage section is a direct or indirect renewal or replacement;

(b) based upon, arising from or in consequence of any demand, suit, or other proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the applicable Pending or Prior Date set forth in Item 7 of the Declarations for this coverage section, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;

(c) based upon, arising from or in consequence of:

(i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Pollutants**; or

(ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request,

including but not limited to any **Claim** for financial loss to any **Organization** or **Plan** or creditors based upon, arising from or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion 4(c); provided that this Exclusion 4(c) shall not apply to (A) any **Claim** by or on behalf of a beneficiary of or participant in any **Sponsored Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Sponsored Plan** in any organization other than the **Organization**, if such diminution in value is allegedly as a result of the matters

described above in this Exclusion 4(c), or (B) **Loss** (other than fees and expenses incurred in testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing **Pollutants**) incurred by an **Insured Person** for which the **Organization** is not permitted by common or statutory law to indemnify or for which the **Organization** is not able to indemnify by reason of **Financial Impairment**;

(d) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed;

(e) based upon, arising from or in consequence of the liability of others assumed by any **Insured** under any written or oral contract or agreement; provided that this Exclusion 4(e) shall not apply to the extent that:

(i) an **Insured** would have been liable in the absence of the contract or agreement; or

(ii) the liability was assumed in accordance with or under the agreement or declaration of trust pursuant to which the **Plan** was established;

(f) for the failure of the **Insured** to comply with any workers' compensation, unemployment insurance, social security or disability benefits law or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world, except (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (ii) the Health Insurance Portability and Accountability Act of 1996, or (iii) any amendments to or any rules or regulations promulgated under such Acts;

(g) made against a **Subsidiary** or an **Insured Person** of such **Subsidiary** for any **Wrongful Act** committed, attempted, or allegedly committed or attempted during any time when such entity was not a **Subsidiary**; or

(h) based upon, arising from or in consequence of:

(i) the committing in fact of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**; or

(ii) such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled,

as evidenced by (A) any written statement or written document by any **Insured** or (B) any judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

---

5. The Company shall not be liable for **Loss**, other than **Defense Costs**:

(a) which constitutes the return or reversion to an employer of any contribution or asset of a **Plan**;

(b) which constitutes (i) benefits due or to become due under any **Plan**, or (ii) benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, except to the extent that:

(A) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation; and

(B) recovery for the benefits is based upon a covered **Wrongful Act**; or

(c) which is based upon, arising from or in consequence of the failure to collect an employer's contributions owed to a **Plan** unless the failure is because of the negligence of any **Insured**.

Severability of Exclusions

6. (a) No fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of applying Exclusion 4(h) of this coverage section.

(b) Only facts pertaining to and knowledge possessed by any **Executive** of an **Organization** or **Plan** shall be imputed to such **Organization** or **Plan** for the purpose of applying Exclusion 4(h) of this coverage section.

Spouses, Estates and Legal Representatives

7. Subject otherwise to the General Terms and Conditions and the limitations, conditions, provisions and other terms of this coverage section, coverage shall extend to **Claims** for the **Wrongful Acts** of an **Insured Person** made against:

(a) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Persons** if such **Insured Person** is incompetent, insolvent or bankrupt; or

(b) the lawful spouse or **Domestic Partner** of such **Insured Person** solely by reason of such spouse or **Domestic Partner's** status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.

All terms and conditions of this coverage section, including without limitation the Retention, applicable to **Loss** incurred by the **Insured Persons**, shall also apply to loss incurred by the estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** of such **Insured Persons**. The coverage provided by this Subsection 7 shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

Coordination with Employment Practices Liability Coverage Section

8. Any **Loss** otherwise covered by both (i) this coverage section and (ii) any employment practices liability coverage section or policy issued by the Company or by any affiliate of the Company (an "Employment Practices Liability Coverage"), first shall be covered as provided in, and shall be subject to the limit of liability, retention and coinsurance percentage applicable to the Employment Practices Liability Coverage. Any remaining **Loss** otherwise covered by this coverage section which is not paid under the Employment Practices Liability

Coverage shall be covered as provided in, and shall be subject to the Limit of Liability and Retention applicable to this coverage section; provided the Retention applicable to such **Loss** under this coverage section shall be reduced by the amount of **Loss** otherwise covered by this coverage section which is paid by the **Insureds** as the retention under such Employment Practices Liability Coverage.

Extended Reporting Period

9. If the Company or the **Parent Organization** terminates or does not renew this coverage section, other than termination by the Company for nonpayment of premium, the **Parent Organization** and the **Insureds** shall have the right, upon payment of the additional premium set forth in Item 6(B) of the Declarations for this coverage section, to an extension of the coverage granted by this coverage section for **Claims** that are (i) first made during the period set forth in Item 6(A) of the Declarations for this coverage section (the "Extended Reporting Period") following the effective date of termination or nonrenewal, and (ii) reported to the Company in writing within the time provided in Subsection 11(a) of this coverage section, but only to the extent such **Claims** are for **Wrongful Acts** committed, attempted, or allegedly committed or attempted before the earlier of the effective date of termination or nonrenewal or the date of the first merger, consolidation or acquisition event described in Subsection 16 below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew. The right to purchase an extension of coverage as described in this subsection shall lapse unless written notice of election to purchase the extension, together with payment of the additional premium due, is received by the Company within thirty (30) days after the effective date of termination or nonrenewal. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period.

Limit of Liability and Retention

10. (a) The Company's maximum liability for all **Loss** on account of each **Claim** covered under Insuring Clause 1 shall be the Limit of Liability set forth in Item 3(A) of the Declarations for this coverage section. The Company's maximum aggregate liability for all **Loss** on account of all **Claims** first made during the **Policy Period**, whether covered under one or both Insuring Clauses, shall be the Limit of Liability set forth in Item 3(B) of the Declarations for this coverage section. The Company's maximum liability for all **Defense Costs** and **Settlement Fees** with respect to each **Settlement Program Notice** for which coverage is provided under Insuring Clause 2, and the Company's maximum aggregate liability for all **Defense Costs** and **Settlement Fees** with respect to all such **Settlement Program Notices** first given to the Company during the **Policy Period**, shall be $100,000, which amount is part of and not in addition to the Limit of Liability for each **Policy Period** set forth in Item 3(B) of the Declarations for this coverage section.

(b) Solely in the event that Defense Outside the Limits of Liability Coverage is purchased, as set forth in Item 2 of the Declarations for this coverage section, **Defense Costs** shall be in addition to, and not part of, the applicable Limit of Liability; provided that, when such Limit of Liability is exhausted by payment of **Loss**, other than **Defense Costs**, any obligation of the Company to pay **Defense Costs** or to defend or continue to defend any **Claim** shall cease. If Defense Outside the Limits of Liability Coverage is not purchased, **Defense Costs** shall be part of, and not in

addition to, the Limits of Liability set forth in Item 3 of the Declarations for this coverage section, and the payment by the Company of **Defense Costs** shall reduce and may exhaust such applicable Limits of Liability.

(c) No Retention shall apply to any **Loss** under this coverage section incurred by an **Insured Person** if such **Loss** can not be indemnified by an **Organization** or **Plan** because such **Organization** or **Plan** is either not legally permitted or required to indemnify, or is unable to indemnify, such **Insured Person** by reason of **Financial Impairment**. The Company's liability for all other covered **Loss** (as determined by Subsection 13 of this coverage section, if applicable) shall apply only to that part of **Loss** on account of each **Claim** which is excess of the applicable Retention set forth in Item 4 of the Declarations for this coverage section. Such Retention shall be reduced only by **Loss** otherwise covered under this coverage section and shall be borne by the **Insureds** uninsured and at their own risk.

(d) If different parts of a single **Claim** are subject to different Retentions, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions shall not exceed the largest applicable Retention.

(e) All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Subsection 11(b) of this coverage section, regardless of whether such date is before or during the **Policy Period**.

(f) The limit of liability available during the Extended Reporting Period (if exercised) shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for all **Loss** on account of all **Claims** first made during the immediately preceding **Policy Period**.

Reporting and Notice

11. (a) The **Insureds** shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company written notice of any **Fiduciary Claim** as soon as practicable, but in no event more than the earliest of the following dates:

(i) sixty (60) days after the date on which any **Organization**'s chief financial officer, in-house general counsel, risk manager, president, chief executive officer or chairperson first becomes aware that the **Fiduciary Claim** has been made;

(ii) if this coverage section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased, sixty (60) days after the effective date of such expiration or termination; or

(iii) the expiration date of the Extended Reporting Period, if purchased;

provided that if the Company sends written notice to the **Parent Organization**, at any time before the date set forth in (i) above with respect to any **Claim,** stating that this coverage section is being terminated for non-payment of premium, the **Insureds** shall give to the Company written notice of such **Claim** prior to the effective date of such termination.

(b) If during the **Policy Period** an **Insured**:

(i) becomes aware of circumstances which could give rise to a **Fiduciary Claim** and gives written notice of such circumstances to the Company;

(ii) receives a written request to toll or waive a statute of limitations applicable to **Wrongful Acts** committed, attempted, or allegedly committed or attempted before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Acts** to the Company; or

(iii) gives written notice to the Company of a **Settlement Program Notice**,

then any **Claim** subsequently arising from the circumstances referred to in (i) above, from the **Wrongful Acts** referred to in (ii) above, or from the **Settlement Program Notice** referred to in (iii) above, shall be deemed to have been first made during the **Policy Period** in which the written notice described in (i), (ii) or (iii) above was first given by an **Insured** to the Company, provided any such subsequent **Claim** is reported to the **Company** as set forth in Subsection 11(a) above. With respect to any such subsequent **Claim**, no coverage under this coverage section shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

(c) The **Insureds** shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company such information and cooperation as the Company may reasonably require, and shall include in any notice under Subsection 11(a) or (b) a description of the **Claim** or circumstances, the nature of any alleged **Wrongful Acts**, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants, and the manner in which such **Insured** first became aware of the **Claim** or circumstances.

Defense and Settlement

12. (a) The Company shall have the right and duty to defend any **Claim** covered by this coverage section, even if any of the allegations in such **Claim** are groundless, false or fraudulent. The Company's duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.

(b) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), the Company's liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed:

(i) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**; plus

(ii) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**; subject in all events to the applicable Retention and the available Limit

of Liability for such **Claim**. The remaining thirty percent (30%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above will be borne by the **Insured** uninsured and at its own risk.

(c) The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Defense Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any **Defense Costs**, for any other element of **Loss** incurred, for any obligation assumed, or for any admission made, by any **Insured** without the Company's prior written consent.

(d) The **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company reasonably require and agree that in the event of a **Claim** the **Insureds** will do nothing that could prejudice the Company's position or its potential or actual rights of recovery.

Allocation

13. (a) If in any **Claim** the **Insureds** incur both **Loss** that is covered under this coverage section and loss that is not covered under this coverage section, either because such **Claim** includes both covered and non-covered matters or because such **Claim** is made against both **Insureds** and others, the **Insureds** and the Company shall allocate such amount between covered **Loss** and non-covered loss based on the relative legal and financial exposures of the parties to covered and non-covered matters and, in the event of a settlement in such **Claim**, based also on the relative benefits to the parties from such settlement. The Company shall not be liable under this coverage section for the portion of such amount allocated to non-covered loss.

(b) If the **Insureds** and the Company cannot agree on an allocation of **Loss**:

(i) no presumption as to allocation shall exist in any arbitration, suit or other proceeding; and

(ii) the Company, if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators.

Other Insurance

14. If any **Loss** under this coverage section is insured under any other valid insurance policy(ies), then this coverage section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the applicable retention (or deductible) and limit of liability under such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this coverage section. Any payment by **Insureds** of a retention or deductible under such other insurance shall deplete, by the amount of such payment which would otherwise be covered under this coverage section, the applicable Retention under this coverage section.

Changes in Exposure

Acquisition/Creation of Another Organization

15. If before or during the **Policy Period** any **Organization:**

    (a) acquires securities or voting rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or

    (b) acquires another organization by merger into or consolidation with an **Organization**, such that the **Organization** is the surviving entity,

    such other organization and its **Insureds** shall be **Insureds** under this coverage section, but only with respect to **Wrongful Acts** committed, attempted, or allegedly committed or attempted after such acquisition or creation unless the Company agrees, after presentation of a complete application and all other appropriate information, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted before such acquisition or creation.

    If the total assets of any such acquired organization or new **Subsidiary** exceed fifteen percent (15%) of the total assets of the **Parent Organization** (as reflected in the most recent audited consolidated financial statements of such organization and the **Parent Organization**, respectively, as of the date of such acquisition or creation), the **Parent Organization** shall give written notice of such acquisition or creation to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Company may require and shall pay any reasonable additional premium required by the Company. If the **Parent Organization** fails to give such notice within the time specified in the preceding sentence, or fails to pay the additional premium required by the Company, coverage for such acquired or created organization and its **Insureds** shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any acquired or created organization described in this paragraph, and for the **Insureds** of such organization, shall be subject to such additional or different terms, conditions and limitations of coverage as the Company in its sole discretion may require.

Acquisition by Another Organization

16. If:

    (a) the **Parent Organization** merges into or consolidates with another organization and the **Parent Organization** is not the surviving entity; or

    (b) another organization or person or group of organizations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for the election of or to appoint directors or **Managers** of the **Parent Organization**,

coverage under this coverage section shall continue until termination of this coverage section, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted before such merger, consolidation or acquisition. Upon the occurrence of any event described in (a) or (b) of this Subsection 16, the entire premium for this coverage section shall be deemed fully earned.

The **Parent Organization** shall give written notice of such merger, consolidation or acquisition to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such merger, consolidation, or acquisition, together with such other information as the Company may require. Upon receipt of such notice and information and at the request of the **Parent Organization**, the Company shall provide to the **Parent Organization** a quotation for an extension of coverage (for such period as may be negotiated between the Company and the **Parent Organization**) with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by **Insureds** before such merger, consolidation or acquisition. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and payment of such additional premium, as the Company in its sole discretion may require.

Cessation of Subsidiary

17. In the event an organization ceases to be a **Subsidiary** before or during the **Policy Period**, coverage with respect to such **Subsidiary** and its **Insureds** shall continue until termination of this coverage section, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted while such organization was a **Subsidiary**.

Termination of Plan

18. If an **Organization** terminates a **Plan** before or after the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions, coverage under this coverage section with respect to such terminated **Plan** and its **Insureds** shall continue until termination of this coverage section for those who were **Insureds** prior to or at the time of such **Plan** termination or who would have been **Insureds** at the time of such termination if this coverage section had then been in effect. Such continuation of coverage shall apply with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted prior to or after the date the **Plan** was terminated.

Creation or Acquisition of an ESOP

19. Notwithstanding anything in this coverage section to the contrary, if during the **Policy Period** the **Organization** creates or directly or indirectly acquires an employee stock ownership plan ("ESOP"), the **Organization** shall promptly give to the Company written notice thereof together with such other information requested by the Company. The Company shall, at the request of the **Organization**, provide to the **Organization** a quotation for coverage for **Claims** based upon, arising from, or in consequence of such ESOP, subject to such terms, conditions, limitations of coverage and such additional premium as the Company, in its sole discretion, may require. Unless the **Insureds** accept such quotation and pay such additional premium within thirty (30) days after receipt of the

quotation, no coverage will be available under this coverage section for **Claims** based upon, arising from or in consequence of such ESOP.

Representations and Severability

20. In issuing this coverage section the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Company to issue this coverage section, and (iii) are material to the Company's acceptance of the risk to which this coverage section applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, this coverage section shall be void with respect to (i) any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed, and (ii) the **Organization** to the extent it indemnifies an **Insured Person** who had such actual or imputed knowledge. For purposes of the preceding sentence:

(a) the knowledge of any **Insured Person** who is a past, present or future chief financial officer, in-house general counsel, chief executive officer, president or chairperson of any **Organization** shall be imputed to such **Organization** and its **Subsidiaries** and their respective **Plans**;

(b) the knowledge of the person(s) who signed the **Application** for this coverage section shall be imputed to all of the **Insureds**; and

(c) except as provided in (a) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

CHUBB

ENDORSEMENT

Coverage Section: Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

Effective date of
this endorsement: January 1, 2007

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

AMEND BENEFITS DUE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that paragraph (b) of Subsection 5, Exclusions, of this coverage section is amended to read in its entirety as follows:

(b) which constitutes (i) benefits due or to become due under any **Plan**, or (ii) benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, including but not limited to **Loss** resulting from the payment of plaintiff attorneys' fees based upon a percentage of such benefits or payable from a common fund established to pay such benefits, except to the extent that:

(A) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation; and

(B) recovery for the benefits is based upon a covered **Wrongful Act**; or

In the event that this endorsement conflicts with any other endorsement to this coverage section, this endorsement shall govern.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

Effective date of
this endorsement: January 1, 2007

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

NEW JERSEY AMENDATORY ENDORSEMENT TO THE FIDUCIARY LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Subsection 9. Extended Reporting Period of the Fiduciary Liability Coverage Section is amended by deleting the first sentence thereof and replacing it with the following:

   "If the Company or the Insureds terminate or refuse to renew this coverage section, the Parent Organization and the Insureds shall have the right, upon payment of the additional premium set forth in Item 6(B) of the Declarations for this coverage section, to an extension of the coverage granted by this coverage section for Claims that are (i) first made during the period set forth in Item 6(A) of the Declarations for this coverage section (the "Extended Reporting Period") following the effective date of termination or non-renewal, and (ii) reported to the Company in writing within the time provided in Subsection 11(a) of this coverage section, but only to the extent such Claims are for Wrongful Acts committed, attempted, or allegedly committed or attempted before the earlier of the effective date of termination or non-renewal or the date of the first merger, consolidation or acquisition event described in Subsection 16 below."

2. Subsection 9. Extended Reporting Period of the Fiduciary Liability Coverage Section is further amended by adding the following at the end of such Subsection:

   "If money is owed to the Company under this policy, then such Extended Reporting Period will not become effective until all amounts due under this policy are paid and the premium for the Extended Reporting Period is paid when due. Any premium paid for the Extended Reporting Period will be applied first to amounts owed under this policy."

The policy is deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the policy or any endorsement to the policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions comply with the applicable insurance laws of the state of New Jersey.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

Effective date of
this endorsement/rider: January 1, 2007

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

HIPAA CIVIL MONEY PENALTIES ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The definition of **Loss** in Subsection 3 of this coverage section is amended by adding the following exception to subparagraph (d):

   (iv) any civil money penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"); provided the Company's maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** shall be twenty-five thousand dollars ($25,000), which amount shall be part of, and not in addition to, the Company's maximum aggregate Limit of Liability set forth in Item 3(B) of the Declarations for this coverage section.

2. No Retention shall apply to **Loss** constituting civil money penalties imposed upon an **Insured** for violation of the privacy provisions of HIPAA.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

Chubb & Son, div. of Federal Insurance Company
as manager of the member insurers of the
Chubb Group of Insurance Companies

CHUBB

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, this policy makes available to you insurance for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: $ **-0-.**

If you have any questions about this notice, please contact your agent or broker.

CHUBB

Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

As a purchaser of an Employment Practices Liability Coverage Section and/or a Fiduciary Liability Coverage Section, please note that the Company has the right and duty to defend any Claim (as such term is defined in the Definitions section of each applicable Coverage Section) covered by each applicable Coverage Section, unless such Coverage Section has been amended by written endorsement. Defense counsel for any such Claim shall be selected by the Company from the Company's list of approved defense firms. Please also note that, as a condition precedent to any right to coverage under each applicable Coverage Section, all Claims must be reported to the Company in writing in the manner and within the time provided in the Reporting and Notice provisions of such Coverage Section.

For a list of approved defense firms, please contact your insurance agent or broker, or access such list by using the following internet address:

http://csi.chubb.com/panel_counsel.asp

Please note that the Company reserves the right to modify such list at any time without notice.

CHUBB

Executive Protection Portfolio

PREMIUM BILL

Insured: American Water Works Company, Inc. Date: 01/02/2007

Producer: MARSH USA, INC
1166 AVE OF AMERICAS 24F
NEW YORK, NY 100360000

Company: Federal Insurance Company

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Product: Executive Protection Portfolio

Policy Number: 6803-9304

Policy Period: January 1, 2007 to January 1, 2008

NOTE: - PLEASE RETURN THIS BILL WITH REMITTANCE AND NOTE HEREON ANY CHANGES. BILL WILL BE RECEIPTED AND RETURNED TO YOU PROMPTLY UPON REQUEST.

PLEASE REMIT TO PRODUCER INDICATED ABOVE.

Product	Effective Date	Premium
FIDUCIARY LIABILITY	01/01/07	$103,000.00
SURCHARGE	01/01/07	$1,802.50

TOTAL POLICY PREMIUM	$104,802.50
TOTAL INSTALLMENT PREMIUM DUE	$104,802.50

WHEN REMITTING PLEASE INDICATE POLICY OR CERTIFICATE NUMBER

MARSH

Sharon Sebro
Client Advisor

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3178 Fax 212 345 3706
Sharon Sebro@Marsh.com
www.marsh.com

February 27, 2007

Jim Li
Director, Risk Manager
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject: **Primary Fiduciary Liability Insurance**
Federal Insurance Company (Chubb)
Policy Number: 6803-9304
Policy Period: January 1, 2007 to January 1, 2008

Dear Jim:

We are pleased to enclose the above captioned policy which was issued by Federal Insurance Company for the Policy Period of January 1, 2007 to January 1, 2008. We have checked this policy for accuracy and found it to be accordance with your binding instruction. For you convenience, we have attached a coverage summary.

You should review this policy and advise Marsh within 30 days following your receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms.

Note: This policy provides Claims Made Coverage, which applies only to " Claims" first made during the Policy Period, or any Extended Reporting Period. The applicable Limits (s) of Liability to pay "Loss "will be reduced, and may be exhausted, by the payment of "Defense Costs," unless otherwise specified.

Please read and review the policy carefully and be aware of the Notice Provision:

The Insureds shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company written notice of any Fiduciary Claim as soon as practicable, but in not event more than the earliest of the following dates:

(i) Sixty (60) days after the date on which any Organization's chief financial officer, in-house general cousel, risk manager, president, chief executive officer or chairperson first become that the Fiduciary Claim has been made;

(ii) If this coverage section expires (or is otherwise terminated) without being renewed and if no Extended Reporting period is purchased, sixty (60) days after the effective date of such expiration or termination; or

(iii) the expiration date of the Extended Reporting Period, if purchased;

MMC Marsh & McLennan Companies

Provided that if the Company sends written notice to the Parent Organization, at any time before the date set forth in (i) above with respect to any Claim, stating that this coverage section is being terminated for non-payment of premium, the insureds give to the Company written notice of such Claim prior to the effetive date of such termination.

(b) If during the Policy Period and Insured:

(i) becomes aware of circumstances which could give rise to a Fiduciary Claim and gives written notice of such circumstances to the Company;

(ii) receives a written request to toll or waive a statute of limitations applicable to Wrongful Acts committed , attempted, or allegedly committed or attempted before or during the Policy Period and give written notice of such request and of such alleged Wrongful Acts to the Company; or

(iii) gives written notice to the Company of a Settlement Program Notice,

then any Claim subsequently arising from the circumstances referred to in (i) above, from the Wrongful Acts referred to in (ii) above, or from the Settlement Program Notice referred to in (iii) above, shall be deemed to have been first made during the Policy Period in which the written notice described in (i), (ii) or (iii) above was first given by an Insured to the Company, provided any such subsequent Claim is reported to the Company as set forth in Subsection 11 (a) above.
With respect to any such subsequent Claim, no coverage under this coverage section shall apply to loss incurred prior to the date such subsequent Claim is actually made.

(c) The Insureds shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company such information and cooperation as the Company may reasonably require, and shall include in the notice under Subsection 11 (a) or (b) a description of the Claim or circumstances, the nature of any alleged Wrongful Acts, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of the actual or potential defendants and the manner in which such Insured first became aware of the Claim or circumstances.

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions

Please review the attached and should you have any questions or concerns, please feel free to give Margaret Shannon a call at (212) 345- 5918 or me at (212) 345-3178..

Sincerely,

Sharon Sebro
Client Advisor

TRAVELERS

One Tower Square 10GS
Hartford, CT 06183

Date: 9/22/2006

INFORMATION REGARDING YOUR EXISTING POLICY

Policyholder:
AMERICAN WATER WORKS COMPANY INC
1025 LAUREL OAK ROAD
VOORHEES, NJ 08043

Agent or Broker:
MARSH USA-NYC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
(212) 345-6000

Policy Numbers:	121D3206 UB 121D3218 UB 260T3317 GLSA 260T3298 CAP
Expiring Underwriting Company:	The Phoenix Insurance Company
Renewal Effective Date:	1/1/2007

Dear Policyholder:

Thank you for choosing St. Paul Travelers for your insurance needs. We intend to offer you a new policy that contains the following differences from your expiring policy. The reason(s) why we are offering you a new policy with changes are identified below. In accordance with Texas state requirements, this letter shall also serve as notice of non-renewal of your existing policy. Please consult your agent or broker for guidance in reviewing the information contained in this notice.Thank you for choosing St. Paul Travelers for your insurance needs. We are providing you with a notice of non-renewal, in accordance with Iowa law, due to the following changes in your policy. Although regarded as such by Iowa, St. Paul Travelers recognizes you will receive a renewal proposal and we will continue to service your policy in accordance with the terms of that proposal. Please consult your agent or broker for guidance in reviewing the information contained in this notice.

Your renewal policies will provide changes in coverage because:

- of additional endorsement(s). A copy of the endorsement or explanatory notice is attached.
- of changes to the coverage forms, causes of loss forms (if applicable), and endorsements that result in coverage clarifications, broadenings and restrictions of coverage. The attached policyholder notices provide details of the change.
- Defense Base Act coverage will continue to be provided; however, the endorsement schedule will be completed as follows: All operations of the Named Insured for which Defense Base Act Coverage is required, except work conducted under public works contracts with the U.S. Army Corps of Engineers (USACE), the Department of State, or the U.S. Agency for International Development (USAID)

Your insurance program provides critical financial protection for your company. Your agent or broker can provide expert and professional advice on St. Paul Travelers' extensive insurance products and services. You should regularly review and update your insurance program with your agent or broker to ensure it provides the protection you require. We appreciate your business. Thank you for choosing St. Paul Travelers.

Sincerely,
Jay Krusell

Additional Information

Pursuant to Arizona Insurance Code Sections 20-1631 through 20-1633, you have the statutory right, within 10 days of receipt of this notice of conditional renewal, to complain to the Director of Insurance if you believe this notice and/or the reasons provided were not given as provided by the law.

You are possibly eligible for automobile insurance through another insurer or under the Arizona Automobile Insurance Plan. This notification of the availability of the Arizona Automobile Insurance Plan is given pursuant to the provisions of Arizona Insurance Code Sections 20-1631 through 20-1633.

Named Insured's Acceptance of Offer of New Policy

Signature_____

You may have a right to replace your automobile insurance through the Maryland Automobile Insurance Fund, 1750 Forest Drive, Annapolis, Maryland 21401, Telephone 410-269-8609 / 301-261-1913 / 800-492-7120.

You may be eligible for insurance through the: Injured Workers' Insurance Fund, 8722 Loch Raven Boulevard, Towson, Maryland 21286. Telephone No.: 800-264-4943.

Upon receipt of a written request from you or your authorized agent or broker, we will provide you with your account's loss history within 10 days. This loss history will cover a period of years specified by the Superintendent of Insurance by regulation or the period of time coverage has been provided by us, whichever is less. Loss information consists of information on closed claims, open claims and notices of occurrences, including date and description of occurrence and any payments or amounts of payments.

Your coverage will continue on the same terms, conditions and rates as the expiring policy until the later of the expiration date or 60 days after this notice is mailed to you, except to the extent, prior thereto, you have replaced the coverage or elect to cancel your insurance, in which event such cancellation shall be on the pro rata premium basis.

Pursuant to Wisconsin Statute Section 631.36(5)(a), if this notice is mailed or delivered to the policyholder within sixty (60) days of the renewal date of the policy, the policyholder may elect to cancel the renewal policy at any time during a sixty (60) day period which begins on the date this notice is mailed or delivered.

Enclosures:

Form Number	Form Name
PN T4 64 02 06	Texas Revisions to Business Auto Coverage Form.
CG D3 26 01 04	Exclusion - Unsolicited Communications
PN T4 28 01 04	Exclusion - Unsolicited Communications

BUSINESS AUTO INSURANCE
REVISIONS TO THE BUSINESS AUTO COVERAGE FORM

IMPORTANT NOTICE TO POLICYHOLDERS

TEXAS

This is a summary of the major changes in your Business Auto Coverage Form. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions that were made in the Business Auto Coverage Form. It does not attempt to include every clarification or editorial change made in the Business Auto Coverage Form.

NO COVERAGE IS PROVIDED BY THIS SUMMARY, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THIS POLICY SHALL PREVAIL.

CONTACT YOUR AGENT WITH ANY QUESTIONS ABOUT THE NEW COVERAGE FORM. YOUR AGENT CAN ALSO HELP YOU IF YOU DESIRE ANY CHANGES TO YOUR POLICY.

BUSINESS AUTO COVERAGE FORM

BROADENED FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Description of Covered Auto Designation Symbols a new form of business entity called "limited liability companies" is referenced in the hired and non-owned coverage symbols.
2. Under Insuring Agreement coverage is included for the payment of "covered pollution cost or expense" caused by an accident and resulting from the ownership, maintenance or use of covered autos, provided there is other bodily injury or property damage that is caused by the same accident. The definition of "covered pollution cost or expense" also provides coverage for pollution clean-up costs under certain circumstances. This is a broadening of coverage.
3. Under Policy Period, Coverage Territory, coverage is broadened to provide limited worldwide coverage if: (1) a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and (2) the insured's responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the US, Puerto Rico, or Canada or in a settlement to which the insurer agrees. Additionally, coverage is broadened to include "covered pollution cost or expense" while a covered auto is transported anywhere in the coverage territory.
4. Under Coverage Extensions, Supplementary Payments has been broadened to provide payments of up to $2,000 for the cost of bail bonds, and up to $250 for loss of earnings.
5. Under Exclusions, Pollution, the exception for pollutants that are needed for the normal functioning of the covered auto is expanded to pertain to the transportation of those pollutants. Also, the exclusion pertaining to the clean-up costs and expenses arising out of a governmental request or direction no longer applies.
6. Under Physical Damage Coverage, Extensions, a new coverage, Loss Of Use Expenses, has been added. This coverage provides up to $20 per day (subject to a maximum of $600) for expenses an "insured" becomes legally responsible to pay for loss of use of a vehicle rented without a driver.
7. Under Physical Damage Coverage, Exclusions the exclusion excepts, in part, electronic equipment designed solely for the reproduction of sound that can be easily removed from the auto as an anti-theft measure and

any electronic equipment that is necessary for the normal functioning of the auto or the auto's monitoring system. Also, there is no exclusion for certain custom furnishings or equipment. This is a broadening of coverage.

8. Under Physical Damage Coverage, Limit of Insurance there is no sublimit for loss to certain sound reproducing equipment. This is a broadening of coverage.
9. Under Business Auto Conditions there is no provision which requires the insured to submit proof of loss when required by the insurer. This is a broadening of coverage.
10. Under General Conditions, Other Insurance, for Hired Auto Physical Damage Coverage, coverage is provided on a primary basis for autos leased, hired, rented or borrowed without a driver. This is a broadening of coverage.
11. Under Definitions, "Employee" is defined to include leased workers.
12. Under Definitions, "Suit" is defined to include alternative dispute resolution proceedings.

CLARIFICATION FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Leased workers are provided with the same insured status as conventional employees. Accordingly, the Employee Indemnification and Employer's Liability exclusion specifically contains reference to employees performing duties related to the conduct of the insured's business to account for the fact that leased workers are not employed by the insured. Additionally, the domestic employee exception to this exclusion defines who qualifies as domestic employees. This is a clarification of coverage.
2. Under the Fellow Employee exclusion specific reference is included to bodily injury to any fellow employee of the insured while performing duties related to the conduct of the insured's business in accordance with the treatment of leased workers as conventional employees. This is a clarification of coverage.
3. Under Limit of Insurance, "covered pollution cost or expense" is included within the limit of liability. This is a clarification of coverage.
4. Under Definitions, to distinguish temporary workers from leased workers, a "temporary worker" definition has been added. This is a clarification of coverage.
5. Physical Damage, Limit Of Insurance has been modified to address adjustment for depreciation and physical condition and to state our intent not to pay for betterment. This is a clarification of coverage.

RESTRICTIVE FEATURES OF THE BUSINESS AUTO COVERAGE FORM **(CA 00 01 10 01)**

1. Under Certain Trailers, Mobile Equipment and Temporary Substitutes coverage is no longer automatically extended to trailers designed for use with and being pulled by a private passenger auto, pickup or van if the trailer is not customarily used for business purposes with another type auto, irrespective of load capacity. This is a restriction of coverage.
2. Under Liability Coverage, the duty to defend provides that the insurer will defend any insured against a suit asking for damages versus that the insurer will defend any suit asking for damages. This is a restriction of coverage.
3. Under Who Is An Insured, one of the provisions excludes in part, coverage for someone using a covered auto while he or she is working in the business of storing autos, unless that business is the named insured's. This is a restriction of coverage.
4. Under Out of State Coverage Extensions, there are variations with respect to the usage of the terms "limit" versus "limit or limits" throughout this provision. Additionally, there is an exception indicating that this provision does not apply to the limit or limits specified by any law governing motor carriers of passengers or property. This is a restriction of coverage.
5. Under Liability Coverage, Exclusions, the Contractual exclusion excepts liability assumed in a contract or agreement that is an insured contract provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. This is a restriction of coverage.

6. Under Liability Coverage, Exclusions, the Pollution exclusion adds several additional terms such as "seepage", "migration" and "handled", and contains an additional provision pertaining to pollutants that are otherwise in the course of transit "by or on behalf of the insured". These may be considered restrictions of coverage.
7. New Liability and Physical Damage Exclusions dealing with any professional or organized racing, demolition contests, or stunting activity have been added to the policy.
8. New language has been added to Liability Coverage, Limit of Insurance stating that "No one will be entitled to receive duplicate payments for the same element of loss...". This may be considered a restriction of coverage.
9. Physical Damage, Exclusions has been expanded to exclude coverage for speed measuring equipment, laser detectors, and any jamming apparatus intended to elude or disrupt speed measurement equipment. Also, an exclusion for "loss" to a covered "auto" due to "diminution in value" now applies. These are considered restrictions of coverage.
10. General Conditions states, in part, that the policy is void if you or any other insured, intentionally conceal or misrepresent a material fact concerning a claim under the policy. This may be considered a restriction of coverage.
11. Under the Definition of an "Insured Contract", coverage is excluded for any agreement or contract to the extent that it obligates the insured to pay for property damage to leased or rented autos. Also, excepted from the definition of "insured contract" is that part of any contract or agreement that indemnifies a railroad for liability arising out of construction or demolition operations within 50 feet of a railroad, and an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade. These are considered restrictions of coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNSOLICITED COMMUNICATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or "website injury" arising out of unsolicited communications by or on behalf of any insured. Unsolicited communications means any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the recipient has not specifically requested the communication. Unsolicited communications also include but are not limited to communications which are made or allegedly made in violation of the Telephone Consumer Protection Act and any amendments, and/or local or state statutes that bar, prohibit or penalize such communications.

SPECIMEN

Copyright, The Travelers Indemnity Company, 2004
Includes copyrighted material of Insurance Services Office, Inc., with its permission

IMPORTANT NOTICE TO POLICYHOLDERS

EXCLUSION – UNSOLICITED COMMUNICATIONS

(CG D3 26)
(UM 04 15)
(CG I3 53)

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS IN YOUR POLICY. YOU SHOULD READ YOUR POLICY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

PLEASE READ THIS NOTICE CAREFULLY.

We are now attaching an exclusion of unsolicited communications to selected Commercial General Liability, Commercial Excess Liability (Umbrella) Insurance and Travelers World Cover[sm] International policies. This notice is intended to make you aware that this exclusion is being added to your policy.

This endorsement is used to exclude unsolicited communications in a variety of forms, such as email (spam), junk mail, unsolicited faxes or telephone calls. Many of these types of communications are now illegal under the Telephone Consumer Protection Act or individual state versions thereof.

If you have any questions about your insurance program, please contact your agent or local Company representative.

MARSH

Janet Tomczyk
Policy Analyst

Marsh USA Inc.
44 Whippany Road
P.O. Box 1966
Morristown, NJ 07962-1966
973 401 5154 Fax 973 401 5270
janet.tomczyk@marsh.com
www.marsh.com

June 14, 2007

Mr. Jim Li
Director -Risk Management
American Water Works Company, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject:
Workers Compensation and Employers Liability Insurance Policy
Insurer: Travelers Property Casualty Company of America
Policy Number: TC2JUB-121D320-6-07
Policy Period: January 01, 2007 to January 01, 2008

Dear Jim:

Enclosed is the captioned Workers Compensation and Employers Liability Insurance policy. Please note that the enclosed policy is a scanned and printed copy of the original. If you require the original document as sent to us by the insurer, please contact us and we will be happy to forward it to you under separate cover.

This Workers Compensation policy provides statutory benefits to employees for injury or disease arising out of and in the course of employment in the covered states listed in item 3.A. of the declarations page of your policy. You should review this listing of states and if you currently have employees in any state not listed there, other than those states specifically covered under a separate Workers Compensation policy, please notify us immediately. The policy form states that if you have work on the effective date of this policy in any state not listed in Item 3.A., coverage will not be afforded for that state unless the carrier is notified within 30 days. The policy also provides Employers Liability coverage which covers sums you legally must pay as damages because of bodily injury to your employees.

Also enclosed for your reference is a Summary of Insurance dated June 14, 2007 that outlines the coverage provided under your policy. The policy contains exclusions and/or limitations that are not shown in the summary and in all cases the actual terms, conditions, warranties and

exclusions of the policy shall prevail. Please refer to the policy for coverage terms and conditions, including any endorsements that may be issued after policy inception.

Differences Between Expired Policy and Renewal Policy

This policy was placed with Travelers Property Casualty Company of America per your binding instructions. The following material difference(s) have been noted between your renewal and expired policies:

Newly added endorsements:

- Endorsement Agreement Limiting and Restricting This Insurance (WC 99 03 A8 (A); This policy does not insure: Temporary Employees – Any temporary employee while working for you, whether or not the insurance carrier for the General Employer, although liable for compensation benefits, becomes insolvent, unless the employee was on your payroll at the time of injury.
- Texas Sole Proprietors, Partners, Officers and Others Coverage (WC 42 03 10 (00); All Executive Officers.
- New Mexico Workers' Compensation Premium Adjustment Program (WC 30 04 01 (A)
- Texas Amendatory Endorsement (WC 99 06 J1 (00); the aggregate will not be reduced if the policy or this endorsement is canceled by you before the end of the policy period.
- Terrorism Risk Insurance Extension Act (WC 00 01 13 (00)

Endorsements included on the expired policy, but not this policy:

- Maine Amendatory Endorsement (WCC 00 03 98 (00)
- Maine Inspection Immunity (WC 18 06 01 (00)
- Maine Cancellation and Nonrenewal (WC 18 06 03 (A)
- Maine Final Premium Audit (WC 18 06 04 (00)
- Maine Notice of Filing First Report of Injury (WC 18 06 06 (00)
- Maine Supplemental Benefits Fund (WC 18 06 07 (00)
- Kansas Final Premium (WC 15 04 01 (A)
- Kansas Cancellation and Nonrenewal (WC 15 06 01 (A)
- New Hampshire Sole Representative (WC 28 06 01 (00)
- New Hampshire Amendatory Endorsement (WC 28 06 04 (00)
- New Hampshire Certified Managed Care (WC 99 06 E4 (00)

Other notable changes:

- Federal Terrorism risk Insurance Act Disclosure, in expired policy (WC 99 06 G7 (B); updated to (WC 99 06 G7 (C) in renewal policy.
- Louisiana Amendatory Endorsement, in expired policy (WC 17 06 01 (C); updated to (WCC 17 06 01 (D) in renewal policy.
- Ohio Employers Liability Coverage, in expired policy (WC 34 03 01 (B); replaced with (WC 00 03 D3 (00) in renewal policy.
- Workers Compensation Large Risk Loss Reimbursement Plan Endorsement, in expired policy (WC 99 06 D4 (C); replaced with (WC 29 06 01 (A) – New Jersey; (WC 99 06 E8 (00); (WC 99 06 E9 (00); (WC 99 06 G4 (00); (WC 99 06 48 (A); (WC 99 06 79 (A) in the renewal policy.

Policy Review and Requested Corrections

This policy has been reviewed for accuracy and we find, with the following noted exceptions, that it has been issued in accordance with the bound program. These exceptions will be addressed with the underwriter, and any resulting corrective endorsements will be forwarded to you upon receipt.

Requested Coverage Enhancements

We have asked the underwriter to consider adding the following coverage enhancement(s) to your policy:

- Notice of Occurrence Wording whereby Coverage is not prejudiced if the Insured provides notice to another insurer or under another policy. Coverage is not prejudiced if the Insured does not provide notice because it did not appear likely that a claim would arise.

- Knowledge of Occurrence Wording whereby Knowledge of any occurrence by your Agent, Servant, or Employee shall not constitute Knowledge by you unless an Executive Officer, Partner, Procreator or Risk Manager Employee has received such notice.

- Unintentional Errors and Omissions Wording whereby Unintentional Errors or Omissions in representations made to us or Our Agents by You or any Other Insured before the inception of this policy will not impair your rights under this policy.

- Notice of Cancellation, non-renewal, material change carrier to notify: Risk Manager, Mr. Jim Li.

- Broad Form Named Insured Wording whereby The Named Insured includes all Subsidiaries, Affiliated, Associated, Controlled or Allied Companies, Corporations, or firms as now or hereafter constituted, for which the Named Insured has responsibility for placing insurance and for which similar coverage is not otherwise more specifically provided.

It is important to note that such enhancement(s) were not included as part of the bound program and we do not yet have underwriter agreement to provide them. Additionally, if the underwriter does agree to provide such enhancement(s) there may be an additional cost associated with the change. Once we have finalized our discussions with the underwriter we will advise you of their decision and of any additional cost, if required, to purchase the respective coverage enhancement(s).

You should review the enclosed policy and advise Marsh within thirty (30) days following your receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms. In such instances, or if you have any additional questions, please contact your Client Representative, Cliff Allen, at (212) 345-3100.

MARSH

We thank you for your business and for allowing Marsh the opportunity to assist you in fulfilling your risk management and insurance needs.

Sincerely,

Janet Tomczyk
Policy Analyst

Copy:
Harold A. Ellebracht, CPCU
Cliff Allen

Enclosure

AMERICAN WATER WORKS COMPANY, INC.

SUMMARY OF INSURANCE

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Carrier:	**Travelers Property Casualty Company of America**	
Broker:	**Marsh USA Inc.**	
Policy Number:	TC2JUB-121D320-6-07	
Policy Term:	January 01, 2007 to January 01, 2008	
Covered States:	AL, CA, CT, FL, GA, HI, IA, IL IN, KY, LA, MD, MI, MO, NC, NJ, NM, NY, OK, PA, TN, TX	
Other States:	AR, CO, DC, ID, KS, ME, MN, MS, MT, NE, NH, NV, RI, SC, SD, UT, VT. All states except ND, OH, WA, WV, WY and the Covered States listed above	
Limits of Liability:	**Workers Compensation**	Statutory
	Employers Liability	
	Bodily Injury by Accident – Each Accident	$1,000,000
	Bodily Injury by Disease – Policy Limit	$1,000,000
	Bodily Injury by Disease – Each Employee	$1,000,000
	Stop Gap Liability	
	Bodily Injury by Accident – Each Accident	$1,000,000
	Bodily Injury by Disease – Policy Limit	$1,000,000
	Bodily Injury by Disease – Each Employee	$1,000,000
	Foreign Voluntary Coverage	
	Bodily Injury by Accident – Each Accident	$1,000,000
	Bodily Injury by Disease – Policy Limit	$1,000,000
	Bodily Injury by Disease – Each Employee	$1,000,000
	Repatriation Expense – Each Employee	$100,000
Deductible/Loss Limit:	Bodily Injury by Accident – Each Accident	$500,000
	Bodily Injury by Disease – Each Accident	$500,000
	(ALAE is reimbursed and included in deductible)	

This document is only a synopsis of coverage and intended for use as a reference. The actual policy contains exclusions and/or limitations not summarized herein. The actual policy should be consulted for full coverage terms and conditions, including any endorsements that may be issued after the policy inception.

Defense Costs:	Are paid in addition to the limits
	Are included within the deductible/loss limit

Terms and Conditions as Per Coverage Form: WC 00 00 01 (A)

Notable Endorsements (At Policy Inception):	Employers Liability Limits of Liability (WC 99 06 49 (00), This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in item 3.A. of the information page.
	New Jersey Large Risk – Large Deductible (WC 29 06 01 (A), Bodily Injury By Accident $500,000 each accident, Bodily Injury By Disease $500,000 each employee
	Workers Compensation Deductible (WC 99 06 E8 (00), $500,000 Each Accident (including disease).
	Workers Compensation Deductible (WC 99 06 E9 (00), $500,000 Each Accident (including disease).
	Workers Compensation Deductible (WC 99 06 G4 (00), $500,000 Each Accident (including disease).
	Workers Compensation Large Deductible (WC 99 06 48 (A),
	$500,000 Each Accident (including disease).
	Workers Compensation Deductible (WC 99 06 79 (A), $500,000 Each Accident
	Defense Base Act Coverage (WC 00 01 01 (A), Description of Work: All operations of the Named Insured for which defense base coverage is required, except work conducted under public works contracts with the U.S. Army Corps of Engineers (USACE), The Department of State, or the U.S. Agency for International Development (USAID).
	Federal Employers' Liability Act Coverage (WC 00 01 04 (A), Bodily Injury by Accident $1,000,000 each accident, Bodily Injury by Disease $1,000,000 aggregate.
	Longshore and Harbor Workers' Compensation Act Coverage (WC 00 01 06 (A), AL, CT, FL, GA, HI, IA, IL, IN, KY, LA, MD, MI, MO, NC, ND, NJ, NM, NY, OH, OK, PA, PR, TN, TX, VA, WA, WV, WY.
	Outer Continental Shelf Lands Act Coverage (WC 00 01 99 (A), If Any.
	Terrorism Risk Insurance Extension Act (WC 00 01 13 (00),
	Maritime Coverage (WC 00 02 01 (A), Description of Work – All Maritime Work. Limits of Liability: BI by Accident $1,000,000 each accident, BI by Disease $1,000,000 aggregate
	Voluntary Compensation Maritime Coverage (WC 00 02 03 (00) Any Vessel, State of Hire, All Maritime Work.
	Sole Proprietors, Partners, Officers and Others Coverage (WC 00 03 10 (00) All Executive Officers

This document is only a synopsis of coverage and intended for use as a reference. The actual policy contains exclusions and/or limitations not summarized herein. The actual policy should be consulted for full coverage terms and conditions, including any endorsements that may be issued after the policy inception.

Voluntary Compensation and Employers Liability Coverage (WC 00 03 11 (A) & (WC 00 03 11 (00), All Employees not subject to the Workers' Compensation or Occupational disease law, excluding masters or members of the crew of any vessel. Any state in item 3.A or 3.C except New Jersey and Wisconsin. State of Hire.

Waiver of Our Rights to Recover From Others (WC 00 03 13 (00), Any person or organization for whom the named insured has agreed by written contract executed prior to loss to furnish this waiver.

Experience Rating Modification Factor (WC 00 04 03 (00)

Pending Rate Change (WC 00 04 04 (00), State: GA, HI

Notification of Change in Ownership (WC 04 14 (00), the experience modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purpose. Report in writing within 90 days.

Operations Involving Both State Workers Compensation Laws and the U.S. Longshoremen's and Harbor Workers' Compensation Act (WC 99 01 01 (00), You agree to keep your payroll records split between the remuneration earned by your employees while working on the shore verses earned upon the Navigable Waters of the United States, including any dry dock. All applicable States

Foreign Reimbursement Coverage – Louisiana (WC 99 03 A9 (00)

Foreign Reimbursement Coverage (WC 99 03 03 (00)

Foreign Reimbursement Coverage (WC 99 03 03 (A)

Ohio Employers Liability Coverage (WC 99 03 D3 (00)

Puerto Rico Employers Liability Coverage (WC 99 03 D4 (A)

Experience Modification – Preliminary (WC 99 04 01 (00), subject to adjustment.

West Virginia Employers Liability Coverage (WC 99 06 F9 (C)

Federal Risk Insurance Act Disclosure – New York Changes (WC 99 03 E6 (00)

Workers Compensation Deductible (WC 99 06 G2 (A), (WC 99 06 G5 (00), (WC 99 06 H2 (B) $500,000 Each Accident (including disease).

Federal Risk Insurance Act Disclosure (WC 99 06 G7 (C)

Pending Rate Change (WC 00 04 44 (00), AK, FL, HI, KS, MO

Longshore and Harbor Workers' Compensation Act Coverage – California (WC 04 012 01 (A)

Sole Proprietor Coverage – California (WC 04 03 04 (01)

Texas Sole Proprietors, Partners, Officers and Others Coverage

This document is only a synopsis of coverage and intended for use as a reference. The actual policy contains exclusions and/or limitations not summarized herein. The actual policy should be consulted for full coverage terms and conditions, including any endorsements that may be issued after the policy inception.

(WC 42 03 10 (00)

New Jersey Sole Proprietors and Partners (WCC 29 03 07 (00)

New York Sole Proprietors and Partners (WC 31 03 13 (A)

Voluntary Compensation and Employers Liability Coverage – California (WC 04 03 05 (00), All employees not subject to the Workers' Compensation or occupational disease law, excluding Masters or Members of the Crew of Any Vessel.

Waiver of our Rights to Recover From Others – California (WCC 04 03 06 (01), Any person or organization for whom the Named Insured has agreed by Written Contract executed prior to loss to furnish this waiver.

Endorsement Agreement Limiting and Restricting This Insurance (WC 04 03 17 (00), No Liability for Employee insured by General Employer

Insurance Consultation Services Exemption Act (WC 37 06 02 (00)

Endorsement Agreement Limiting and Restricting This Insurance (WC 99 03 A8 (A), Any temporary employee while working for you, whether or not the insurance carrier for the General Employer, although liable for compensation benefits, becomes insolvent, unless the employee was on your payroll at the time of injury.

Amended Cancellation Condition (WC 99 06 47 (00), notice of cancellation Other Than Non-Payment of premium – Number of Days 90.

All mandated forms for specifically covered States

Estimated Premium:	$8,683,089	**Rate:**	Various
TRIA Premium:	(included)	**Exposure:**	7,050,660
Minimum Premium:	$1,000	**Based on Contingent**	
Taxes & Surcharges:	$303,331	**Experience Mod of**	.854 (New Jersey)
		(Policy is Subject to Audit)	

This document is only a synopsis of coverage and intended for use as a reference. The actual policy contains exclusions and/or limitations not summarized herein. The actual policy should be consulted for full coverage terms and conditions, including any endorsements that may be issued after the policy inception.

TRAVELERS

SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your Workers' Compensation insurance. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns safety and accident prevention. Our Risk Control department has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations as well as provide access to numerous safety-related materials.

Among others, we have experience in a variety of industries including manufacturing, wholesale and retail businesses, service organizations, technology-related business, oil and gas-based business, and the public sector.

The following are some examples of our available safety services:

Accident Prevention - Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, and recommend measures for reducing or eliminating these hazards.

Analysis of Accident Causes - Although you investigate and keep records of accidents, we're available to help if needed.

Safety Consultations - Our field staff, including field specialists, can help you with special problems such as ergonomics and human factors.

Industrial Hygiene/Health Services - We have the facilities and resources to answer your questions concerning job related industrial hygiene/health issues and to measure exposure to industrial hygiene hazards.

Safety Literature, CD-ROMS and Videos - We can provide you with top-notch safety-related literature, CD-ROMS, and videos to assist in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials, including brochures, pamphlets and videos.

Safety Training - We offer face-to-face classroom courses that explore the risks our policyholders face and ways for them to control losses.

Internet Website - Visit the Risk Control website for helpful safety information at:
(http://www.stpaultravelers.com/riskcontrol)
This website also has links to other safety-related Internet sites.

Please note: For ALL loss control assistance requests, please contact your local office directly, which is listed on one of the following pages.

St. Paul Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See the remainder of this document for the Risk Control office nearest to you.

SAFETY IS YOUR CONCERN

U. S. employers spend billions of dollars each year on the direct and indirect costs of work-related accidents. Dollar figures can't begin to reflect the pain and suffering of an injured worker and his or her family. But they do give some indication of the multiple consequences of a job-related accident... loss of time, interrupted production, damaged materials and equipment, the expense of retraining or replacing an injured worker, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both employers and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF-INSPECTION PROGRAM:

* Do you conduct periodic surveys of pemises?... equipment?... operations?

SELF-INSPECTION PROGRAM (continued)

* Do you analyze each job to find inherent hazards?
* If you discover hazards, do you follow up with immediate corrective action?
* Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

* Do you investigate each accident?...determine the cause?
* Do you take immediate steps to prevent a recurrence?
* Do you keep records of accident investigations and follow-up measures?
* Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING:

* Do you take the time to train each of your employees to perform tasks safely?
* Do more-experienced employees receive training to correct bad habits that have developed over time?
* Do all employees understand that safety is an important part of their jobs?

TRAVELERS

FIELD OFFICE CONTACT INFORMATION
FOR SAFETY SERVICES ONLY

ALABAMA
Birmingham
3000 Riverchase Galleria,
Suite 600
Birmingham, AL 35244
(205) 982-4583

ALASKA
Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

ARIZONA
Phoenix
2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
(602) 861-8623

ARKANSAS
St. Louis, MO
940 West Port Plaza
Maryland Heights, MO 63146
(314) 579-8282

CALIFORNIA
Diamond Bar
21688 Gateway Center Drive
P.O. Box 6512
Diamond Bar, CA 91765-8512
(909) 612-3500

Glendale
700 N. Central Avenue, 8th Floor
P.O. Box 1840
Glendale, CA 91209
(818) 409-4220

Los Angeles
80 South Figueroa St., Suite 500
Los Angeles, CA 90017
(909) 612-3500

Sacramento
10660 White Rock Road
Rancho Cordova, CA 95670
(916) 638-6404

San Diego
9325 Sky Park Court, Suite 220
San Diego, CA 92123
(858) 616-6285

Walnut Creek
225 Lennon Lane, Suite 200
P.O. Box 8090
Walnut Creek, CA 94596-8090
(925) 945-4171

COLORADO
Denver
7600 E. Orchard Rd., Suite 380
Englewood, CO 80111
P.O. Box 173713
Greenwood Village, CO 80111
(303) 740-1691

CONNECTICUT
Hartford
300 Windsor Street
Hartford, CT 06120
(860) 277-5980

DELAWARE
Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

DISTRICT OF COLUMBIA
Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

FLORIDA
Orlando
Gtwy Ctr-1000 Legion Place,
10th Floor
P.O. Box 3555
Orlando, FL 32802-3555
(407) 649-2596

GEORGIA
Atlanta
4400 North Point Parkway
2nd Floor
Alpharetta, GA 30022
(770) 521-3020

HAWAII
Diamond Bar, CA
21688 Gateway Center Drive
P.O. Box 6512
Diamond Bar, CA 91765-8512
(909) 612-3500

IDAHO
Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

ILLINOIS
Chicago
190 S. LaSalle Street
Suite 960
Chicago, IL 60603
(312) 609-2936

Naperville
215 Shuman Boulevard
P.O. Box 3208
Naperville, IL 60566
(630) 961-8074

INDIANA
Indianapolis
9001 Wesleyan Rd., Suite 101
Indianapolis, IN 46268
(317) 532-5740

IOWA
Des Moines
7101 Vista Dr.
West Des Moines, IA 50266-9313
(651) 310-4422

KANSAS
Kansas City
7600 College Blvd.
Overland Park, KS 66210
(913) 661-3679

KENTUCKY
Louisville
9911 Shelbyville Rd., Suite 200
Louisville, KY 40223
(502) 429-7390

LOUISIANA
New Orleans
3900 N. Causeway, Suite 950
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
(504) 832-8206

MAINE
Portland, ME
207 Larrabee Road, Suite 3
Westbrook, ME 04092
(207) 857-2021

MARYLAND
Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

MASSACHUSETTS
Boston
100 Summer Street, Suite 201A
Boston, MA 02110
(617) 984-1284

Hudson
1 Cabot Road, Suite 200
Hudson, MA 01749
(617) 984-1284

Quincy
300 Crown Colony Drive
Quincy, MA 02169
P.O. Box 943
Boston, MA 02103-0943
(617) 984-1284

MICHIGAN
Grand Rapids
3777 Sparks Ave., SE, Suite 200
P.O. Box 3010
Grand Rapids, MI 49501-0323
(616) 942-4344

Troy
1301 W. Long Lake Rd., Suite 300
Troy, MI 48098
(248) 267-0851

TRAVELERS

FIELD OFFICE CONTACT INFORMATION
FOR SAFETY SERVICES ONLY

MINNESOTA
St. Paul
385 Washington St., MC 104P
St. Paul, MN 55102
(651) 310-4422

MISSISSIPPI
New Orleans
3900 N. Causeway, Suite 950
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
(504) 836-8206

MISSOURI
Maryland Heights
940 West Port Place
Maryland Heights, MO 63146
(314) 579-8282

Kansas City
7600 College Blvd.
Overland Park, KS 66210
(913) 661-3679

Missouri Workers' Compensation Plan (MWCP)
5757 Phantom Dr., Suite 250
P.O. Box 42021
Hazelwood, MO 63042
(314) 551-3208

MONTANA
Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

NEBRASKA
Omaha
11516 Miracle Hills Dr., Suite 400
Omaha, NE 68154
(913) 661-3679

NEVADA
Las Vegas
1850 E Flamingo, Suite 202
Las Vegas, NV 89119
(909) 612-3500

NEW HAMPSHIRE
Portland, ME
207 Larrabee Road, Suite 3
Westbrook. ME 04092
(207) 857-2021

NEW JERSEY
Morris Plains
1100 American Road, 2nd Floor
Morris Plains, NJ 07950
(973) 606-5245

Pennsauken
4350 Haddonfield Road
Pennsauken, NJ 08109
(856) 488-5942

NEW MEXICO
Phoenix
2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
(602) 861-8623

NEW YORK
Albany
900 Watervliet-Shaker Road
Albany, NY 12205
(315) 424-7231

Buffalo
60 Lakefront Blvd.
P.O. Box 242
Buffalo, NY 14240-0242
(315) 424-7231

East Meadow
90 Merrick Ave., 4th Floor
East Meadow, NY 11554-1593
(973) 606-5245

New York
One Whitehall Street
New York, NY 10004-2108
(973) 606-5245

Rochester
75 Town Centre Drive
P.O. Box 23235
Rochester, NY 14692-3235
(315) 424-7231

Syracuse
440 South Warren Street
P.O. Box 4963
Syracuse, NY 13221-4963
(315) 424-7231

NORTH CAROLINA
Charlotte
11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
(704) 540-3216

Raleigh
3733 National Drive, Suite 200
Raleigh, NC 27612
(919) 420-1873

NORTH DAKOTA
St. Paul, MN
385 Washington St.
St. Paul, MN 55102
(651) 310-4422

OHIO
Cincinnati
895 Central Avenue, Suite 800
Cincinnati, OH 45202
(216) 348-7544

Cleveland
Skylight Office Tower
1660 W. 2nd St., Suite 500
Cleveland, OH 44113-1454
(216) 348-7544

OKLAHOMA
Tulsa
9820 East 41st Street, Suite 401
P.O. Box 3510
Tulsa, OK 74101
(913) 661-3679

OREGON
Portland
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
(503) 534-4276

PENNSYLVANIA
Harrisburg
5001 Louise Drive
Mechanicsburg, PA 17055
(717) 691-5101

Philadelphia
460 Norristown Rd., Suite 300
Blue Bell, PA 19422
(717) 691-5101

Pittsburgh
800 Two Chatham Center
Pittsburgh, PA 15219-2502
(412) 338-3082

Reading
1105 Berkshire Blvd.
P.O. Box 13426
Wyomissing, PA 19612-3426
(717) 691-5101

RHODE ISLAND
Quincy
300 Crown Colony Drive
Quincy, MA 02169
P.O. Box 943
Boston, MA 02103-0943
(617) 984-1284

SOUTH CAROLINA
Charlotte
11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
(704) 540-3216

SOUTH DAKOTA
St. Paul, MN
385 Washington St.,
St. Paul, MN 55102
(651) 310-4422

TENNESSEE
Memphis
6750 Poplar Ave., Suite 408
P.O. Box 171225
Memphis, TN 38187
(901) 756-3011

Nashville
9020 Overlook Blvd., Suite 150
Brentwood, TN 37027
(615) 372-7747

TRAVELERS

FIELD OFFICE CONTACT INFORMATION
FOR SAFETY SERVICES ONLY

TEXAS

Dallas
1301 E Collins Blvd., Suite 300
Richardson, TX 75081
(214) 570-6194

Houston
3900 N. Causeway, Suite 950
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
(504) 836-8206

UTAH

Denver, CO
7600 E. Orchard Rd., Suite 380
Greenwood Village, CO 80111
P.O. Box 173713
Denver, CO 80217
(303) 740-1691

VERMONT

Portland, ME
207 Larrabee Road, Suite 3
Westbrook, ME 04092
(207) 857-2021

VIRGINIA

Richmond
300 Arboretum Place
P.O. Box 26426
Richmond, VA 23260-6426
(804) 330-6060

Washington, DC
14048 Park East Circle
Chantilly, VA 20151
(703) 818-6765

WASHINGTON

Seattle
1501 4th Avenue, Suite 400
Seattle, WA 98101
(206) 464-3463

WEST VIRGINIA

Pittsburgh, PA
800 Two Chatham Center
Pittsburgh, PA 15219-2502
(412) 338-3082

WISCONSIN

Milwaukee
445 S. Moorland Ave., 2nd Floor
Brookfield, WI 53005
P.O. Box 3032
Milwaukee, WI 53201-3032
(262) 797-3113

Waukesha
20800 Swenson Dr.
Waukesha, WI 53186
(262) 784-5530 ext. 117

WYOMING

Denver, CO
7600 E. Orchard Rd., Suite 380
Greenwood Village, CO 80111
P.O. Box 173713
Denver, CO 80217
(303) 740-1691

TRAVELERS

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW YORK SECURITY FUND SURCHARGE

Dear Policyholder:

"Companies writing workers compensation insurance business in New York are required to participate in the New York Workers' Compensation Security Fund. If a company becomes insolvent, the security fund settles unpaid claims and assesses each insurance company for its fair share.

New York law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged "NY surcharge", an amount will be displayed on your premium notice."

DATE OF ISSUE: 01-26-07

W31N2E04

004987

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

A Custom Insurance Policy Prepared for:

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (A)**

POLICY NUMBER: (TC2JUB-121D320-6-07)

NJ TAX IDENTIFICATION NO.: 510063696000 RENEWAL OF (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

PRODUCER:

MARSH USA-NYC
1166 AVENUE OF THE AMERICAS
NEW YORK NY 10036

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-07 to 01-01-08 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AL CA CT FL GA HI IA IL IN KY LA MD MI MO NC NJ NM NY OK PA TN TX VA

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1000000 Each Accident
Bodily Injury by Disease:	$	1000000 Policy Limit
Bodily Injury by Disease:	$	1000000 Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AR CO DC DE ID KS ME MN MS MT NE NH NV RI SC SD UT VT

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 01-26-07 LM
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026

004969

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 4941

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	8683089
PREMIUM DISCOUNT		NONE
0900-12 EXPENSE CONSTANT		280
FOREIGN TERRORISM / TRIA		INCLUDED
DEDUCTIBLE CREDIT		7652745
TOTAL ESTIMATED PREMIUM		1030624
TAXES AND SURCHARGES		303331
DEPOSIT AMOUNT DUE		1333955

AMS BINDER BILLED # 221111

Minimum Premium: $1000 EMPLOYERS LIABILITY MINIMUM: $150

OTHER MINIMUMS ARE INDICATED ON THE APPLICABLE SCHEDULE(S)

DATE OF ISSUE: 01-26-07 LM
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026 COUNTERSIGNED-AGENT

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
880 KUHN DR CHULA VISTA, CA 91914				
CLERICAL OFFICE EMPLOYEES NOC	8810	62588	.77	482

CA MANUAL PREMIUM $ 408901

2.80% CO. SURCHG.-EMPL LIAB INCR LIMITS(0120)	$	13
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		495
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM		500
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		500
89.33% DEDUCTIBLE CREDIT (9864)		447
2.00% CIGA SURCHARGE		10
.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%		4
TOTAL ESTIMATED PREMIUM		67
DEPOSIT AMOUNT DUE		67

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 1 OF MORE

004870

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 22				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, CA 95814				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	IF ANY	6.19	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.77	

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
2.00% CIGA SURCHARGE		NONE
0.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 2 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-CT

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORK SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, CT 06101				
WATERWORKS OPERATION & D	7520	IF ANY	5.23	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.28	

CT MANUAL PREMIUM $ 262

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
4.00% CT SECOND INJURY FUND SURCHARGE		NONE
1.80% CT ASSESSMENT FUND		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 3 OF MORE

004871

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, FL 32301				
WATERWORKS OPERATION & D	7520	IF ANY	5.86	
CLERICAL OFFICE EMPLOYEES NOC	8810	4541458	.48	21799

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$	305
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		22104
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		32272
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		32272
DEDUCTIBLE CREDIT (9663)		24511
TOTAL ESTIMATED PREMIUM		7761
DEPOSIT AMOUNT DUE		7761

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 4 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 02				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, FL 32301				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 5 OF MORE

004972

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-HI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 23				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (HAWAII AMERICAN WATER COMPANY)				
P O BOX 25010 HONOLULU, HI 96825-0010				
WATERWORKS OPERATION & D	7520	547507	5.21	28525
CLERICAL OFFICE EMPLOYEES NOC	8810	350734	.46	1613

HI MANUAL PREMIUM $ 30138

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 844
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	30982
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	45234
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	45234
DEDUCTIBLE CREDIT(9663)	40408
TOTAL ESTIMATED PREMIUM	4826
DEPOSIT AMOUNT DUE	4826

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 6 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (BELLEVILLE LAB)				
618 COMMERCIAL AVENUE P O BOX 468 CAIRO, IL 62914				
WATERWORKS OPERATION & D	7520	IF ANY	7.14	
CLERICAL OFFICE EMPLOYEES NOC	8810	1270255	.31	3938
CLERICAL OFFICE EMPLOYEES NOC USL HW-SEE ENDT WC 99 01 01	8810U	IF ANY	.45	

IL MANUAL PREMIUM $ 1029534

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 110
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	4048
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	5910
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	5910
DEDUCTIBLE CREDIT (9663)	5279
EXPENSE CONSTANT (0900)	280
1.01% IL IND COMM OP FUND SURCHARGE	63
TOTAL ESTIMATED PREMIUM	974
DEPOSIT AMOUNT DUE	974

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 7 OF MORE

004973

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 02				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, IL 62703				
CLERICAL OFFICE EMPLOYEES NOC	8810	116193	.31	360

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	10
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		370
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		540
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		540
DEDUCTIBLE CREDIT (9663)		482
1.01% IL IND COMM OP FUND SURCHARGE		5
TOTAL ESTIMATED PREMIUM		63
DEPOSIT AMOUNT DUE		63

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 8 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 06				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (CUSTOMER SHARED SERVICES)				
NO BUSINESS LOCATION NONE, IL 62703				
CLERICAL OFFICE EMPLOYEES NOC	8810	9460237	.31	29327

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 821
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	30148
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	44016
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	44016
DEDUCTIBLE CREDIT (9663)	39319
1.01% IL IND COMM OP FUND SURCHARGE	445
TOTAL ESTIMATED PREMIUM	5142
DEPOSIT AMOUNT DUE	5142

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 9 OF MORE

004974

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
RICHMOND DATE PROCESSING P O BOX 4029 KOKOMO, IN 46904				
WATERWORKS OPERATION & D	7520	IF ANY	2.64	
CLERICAL OFFICE EMPLOYEES NOC	8810	13480	.17	23

IN MANUAL PREMIUM $ 221593

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	1
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		24
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		35
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		35
DEDUCTIBLE CREDIT (9663)		31
0.40% SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		4
DEPOSIT AMOUNT DUE		4

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 10 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, KY 40601				
WATERWORKS OPERATION & D	7520	IF ANY	2.16	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.18	

KY MANUAL PREMIUM $ 70955

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
10.00% SCHEDULE CREDIT		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
6.50% KY SPECIAL FUND ASSESSMENT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 11 OF MORE

004975

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 20				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (MT GILEAD)				
P P BOX 325 MT GILEAD, NC 27306				
WATERWORKS OPERATION & D	7520	IF ANY	4.35	

NC MANUAL PREMIUM $ 12811

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 12 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-ND

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, ND 58102				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
SALESPERSONS-OUTSIDE	8742	IF ANY	.04	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 13 OF MORE

004976

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 01 01

FEIN 231340234 ENTITY CD 002
NJ TAX IDENTIFICATION NO.: 231340234000
AMERICAN WATER WORKS
SERVICE COMPANY INC

1025 LAUREL OAK CORP CTR
VOORHEES, NJ 08042

1000 SAGEMORE DRIVE
SUITE 1010
MARLTON, NJ 08081

3100 NEW JERSEY AVENUE
WILDWOOD, NJ 08260

782 CANAL ROAD
SOMERSET, NJ 08873

55 REGENT STREET
LIVINGSTON, NJ 07039

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 15 OF MORE

004977

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 03				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (CORPORATE)				
1025 LAUREL OAK ROAD VOORHEES, NJ 08043				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	15012928	.26	39034
CLERICAL OFFICE EMPLOYEES NOC USL HW-SEE ENDT WC 99 01 01	8810U	IF ANY	.39	

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	1288
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		40322
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		34435
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		34435
89.33% DEDUCTIBLE CREDIT (9864)		30761
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		2173
TOTAL ESTIMATED PREMIUM		5847
TOTAL ESTIMATED COST		5847

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 16 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 04				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (REGIONAL GROUP)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	1684184	.26	4379

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	145
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		4524
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		3863
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		3863
89.33% DEDUCTIBLE CREDIT (9864)		3451
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		244
TOTAL ESTIMATED PREMIUM		656
TOTAL ESTIMATED COST		656

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 17 OF MORE

004878

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 05				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (FINANCIAL SHARED SERVICES)				
3906 CHURCH ROAD MT LAUREL, NJ 08054				
CLERICAL OFFICE EMPLOYEES NOC	8810	6867348	.26	17855

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	589
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		18444
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		15751
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		15751
89.33% DEDUCTIBLE CREDIT (9864)		14070
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		994
TOTAL ESTIMATED PREMIUM		2675
TOTAL ESTIMATED COST		2675

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 18 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 07				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (VOORHEES CONSTRUCTION INSP)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 19 OF MORE

004979

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 08				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (AMERICAN WATER)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 20 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 14				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICES COMPANY INC (HADDON HEIGHTS DATA CENTER)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	7405624	.26	19255

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 635
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	19890
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM	16986
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	16986
89.33% DEDUCTIBLE CREDIT (9864)	15174
FOREIGN TERRORISM / TRIA (9740)	NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE	1072
TOTAL ESTIMATED PREMIUM	2884
TOTAL ESTIMATED COST	2884

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 21 OF MORE

004980

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 16				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICES COMPANY INC (NORTHEAST)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	4221448	.26	10976

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	362
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		11338
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		9683
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		9683
89.33% DEDUCTIBLE CREDIT (9864)		8650
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		611
TOTAL ESTIMATED PREMIUM		1644
TOTAL ESTIMATED COST		1644

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 22 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 18				
FEIN 231340234 ENTITY CD 002 NJ TAX IDENTIFICATION NO.: 231340234000 AMERICAN WATER WORKS SERVICE COMPANY INC (SOUTHEAST)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 23 OF MORE

004981

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, OH 44101				
WATERWORKS OPERATION & D	7520	IF ANY	.0220	
SALESPERSONS-OUTSIDE	8742	IF ANY	.0220	
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D3 (00)-001 CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 24 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 25 OF MORE

004982

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 09				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (HERSHEY DATE CENTER)				
523 WEST CHOCOLATE AVE HERSHEY, PA 17033				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 26 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 10				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICES COMPANY INC (HERSHEY DATE PROCESSING)				
NO BUSINESS LOCATION NONE, PA 17150				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 27 OF MORE

004983

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 11				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (AWS MEADVILLE)				
18160 ROGERS FERRY ROAD MEADVILLE, PA 16335				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 28 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 15				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (ASHLAND)				
501 CHESTNUT STREET ASHLAND, PA 17921				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 29 OF MORE

004884

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 17				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (BUTLER)				
P O BOX 382 ASHLAND, PA 15102				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 30 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 19				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (LAKE WYNONAH)				
100 EAST MAIN STREET SCHUYLKILL, PA 17927				
WATERWORKS	0753	IF ANY	4.18	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 31 OF MORE

004985

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-PR

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, PR 00936				
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D4 (A)	8742	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 32 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC 419 CENTURY PLAZA DR HOUSTON, TX 77073				
17940 BUTTE CREEK HOUSTON, TX 77092				
11500 NW FREEWAY HOUSTON, TX 77092				
1913 WEST LOOP DRIVE EL CAMPO, TX 77437				
3619 FM 2403 ALVIN, TX 77512				
3100 GENOA RED BLUFF HOUSTON, TX 77034				
1820 CANDLE RIDGE PARK DR HOUSTON, TX 77073				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 33 OF MORE

004988

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01 (CONT'D)				
EXECUTIVE OFFICERS NOC-PERFORMING CLERICAL OR OUTSIDE SALESPERSONS DUTIES ONLY	8809	IF ANY	.57	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 34 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 13				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (DANVILLE WASTEWATER TREATMENT PLANT)				
NO BUSINESS LOCATION NONE, VA 23232				
WATERWORKS OPERATION & D	7520	IF ANY	2.96	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.13	

VA MANUAL PREMIUM $ 9906

3.30% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 35 OF MORE

004887

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 21				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (HERSHEY OFFICE)				
NO BUSINESS LOCATION NONE, VA 23232				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.13	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 36 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, WA 98101				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
SALESPERSONA-OUTSIDE	8742	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 37 OF MORE

004988

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WV

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 18				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC (SOUTHEAST)				
NO BUSINESS LOCATION NONE, WV 25301				
EMPLOYERS LIABILITY SEE ENDT WC 99 06 F9 (C)-001 SALESPERSONS-OUTSIDE	8742	IF ANY	.44	
CLERICAL OFFICE EMPLOYEES NOC	8810	8264721	.44	36365

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		36365
.55% WV INSURANCE PREMIUM SURCHARGE		200
TOTAL ESTIMATED PREMIUM		36565
DEPOSIT AMOUNT DUE		36565

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 38 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01				
FEIN 231340234 ENTITY CD 002				
AMERICAN WATER WORKS SERVICE COMPANY INC				
NO BUSINESS LOCATION NONE, WY 82901				
EMPLOYERS LIABILITY SEE ENDT WC 99 03 97 (00)-001				
SALESPERSONS-OUTSIDE	8742	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 39 OF MORE

004989

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, AL 36104				
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0001)	7520	IF ANY	4.90	
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	IF ANY	.51	

AL MANUAL PREMIUM $ 491

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 40 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, CA 95814				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	IF ANY	6.19	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.77	

CA MANUAL PREMIUM $ 408901

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
2.00% CIGA SURCHARGE		NONE
0.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 41 OF MORE

004990

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, FL 32301				
WATERWORKS OPERATION & D	7520	IF ANY	5.86	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 42 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-IA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, IA 50318				
WATERWORKS OPERATION & D	7520	IF ANY	4.41	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.36	

IA MANUAL PREMIUM $ 82611

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
DEVIATION PROGRAM - 20.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 43 OF MORE

004991

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, IL 62703				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.31	

IL MANUAL PREMIUM $ 1029534

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.01% IL IND COMM OP FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 44 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, KY 40601				
WATERWORKS OPERATION & D	7520	IF ANY	2.16	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.18	

KY MANUAL PREMIUM $ 70955

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
10.00% SCHEDULE CREDIT		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
6.50% KY SPECIAL FUND ASSESSMENT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 45 OF MORE

004892

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-LA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, LA 70821				
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0551)	7520	IF ANY	7.86	
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0551)	8810	IF ANY	.52	

LA MANUAL PREMIUM $ 19002

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 46 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, MO 65101				
WATERWORKS OPERATION & D	7520	IF ANY	5.18	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.35	

MO MANUAL PREMIUM $ 1056005

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 47 OF MORE

004993

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, NC 27611				
WATERWORKS OPERATION & D	7520	IF ANY	4.35	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

NC MANUAL PREMIUM $ 12811

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 48 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003 NJ TAX IDENTIFICATION NO.: 223169459000 AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 49 OF MORE

004994

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, NY 12201				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.36	

NY MANUAL PREMIUM $ 221239

2.80% EMPL. LIAB. INCREASED LIMITS	$ NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN	NONE
DEVIATION PROGRAM - 15.00%	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
18.60% NY STATE ASSESSMENT(0932)	NONE
2.00% NY SURCHARGE(9749)	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 50 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-OK

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, OK 73125				
WATERWORKS OPERATION & D	7520	IF ANY	4.98	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

OK MANUAL PREMIUM $ 48

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 51 OF MORE

004995

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 52 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, TN 37202				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.32	

TN MANUAL PREMIUM $ 111014

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 53 OF MORE

004998

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 02 01				
FEIN 223169459 ENTITY CD 003				
AMERICAN WATER ENTERPRISES INC				
NO BUSINESS LOCATION NONE, TX 78712				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 54 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 01				
FEIN 510063696 ENTITY CD 001 NJ TAX IDENTIFICATION NO.: 510063696000 AMERICAN WATER WORKS COMPANY INC (CORPORATE EXECUTIVE DIVISION) 989 LENOX DRIVE LAWRENCEVILLE, NJ 08648				
600 SOUTH AVENUE WESTFIELD, NJ 07091				
2 CLERICO LANE HILLSBOROUGH, NJ 08844				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 55 OF MORE

004987

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 02				
FEIN 510063696 ENTITY CD 001 NJ TAX IDENTIFICATION NO.: 510063696000 AMERICAN WATER WORKS COMPANY INC (AMERICAN INTERNATIONAL WATER SERVICES DIVISION)				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 56 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 01				
FEIN 510063696 ENTITY CD 001				
AMERICAN WATER WORKS COMPANY INC				
NO BUSINESS LOCATION NONE, OH 44101				
WATERWORKS OPERATION & D	7520	IF ANY	.0220	
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D3 (00)-001 CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 57 OF MORE

004898

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WV

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 03 03				
FEIN 510063696 ENTITY CD 001				
AMERICAN WATER WORKS COMPANY INC (WEST VIRGINIA-AMERICAN WATER)				
NO BUSINESS LOCATION NONE, WV 25301				
EMPLOYERS LIABILITY SEE ENDT WC 99 06 F9 (A)-001				
WATERWORKS OPERATION & D	7520	8100862	.44	35644
CLERICAL OFFICE EMPLOYEES NOC	8810	3755391	.44	16524

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		52168
.55% WV INSURANCE PREMIUM SURCHARGE		287
TOTAL ESTIMATED PREMIUM		52455
DEPOSIT AMOUNT DUE		52455

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 58 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 04 01

FEIN 221546642 ENTITY CD 004
NJ TAX IDENTIFICATION NO.: 221546642000
NEW JERSEY - AMERICAN WATER COMPANY INC

167 JFK PARKWAY
SHORT HILLS, NJ 07078

500 GROOVE STREET
HADDON HEIGHTS N, NJ 08035

3215 FIRE ROAD
LINWOOD, NJ 08234-5857

100 JAMES STREET
LAKEWOOD, NJ 08701

3215 FIRE ROAD
EGG HARBOR TWNSP, NJ 08234-5857

203 CAREY STREET
LAKEWOOD, NJ 08701

661 SHREWSBURY AVE
SHREWSBURY, NJ 07702

213 CARRIAGE LANE
DELRAN, NJ 08075

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 59 OF MORE

004988

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 04 01 (CONT'D)				
FEIN 221546642 ENTITY CD 004 (CONT'D) 19 YELLOW BROOK ROAD HOWELL, NJ 08043				
WATERWORKS OPERATION & D	7520	15153071	6.38	966766
CLERICAL OFFICE EMPLOYEES NOC	8810	6268235	.26	16297

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	32441
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		1015504
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM	$	867240
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		867240
89.33% DEDUCTIBLE CREDIT (9864)		774705
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		54723
TOTAL ESTIMATED PREMIUM		147258
TOTAL ESTIMATED COST		147258

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 60 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 04 02				
FEIN 221546642 ENTITY CD 004 NJ TAX IDENTIFICATION NO.: 221546642000 NEW JERSEY - AMERICAN WATER COMPANY INC (BOROUGH OF AVALON)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 61 OF MORE

005000

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 05 01				
FEIN 510105894 ENTITY CD 005				
ILLINOIS - AMERICAN WATER COMPANY				
300 N WATER WORK DR PO BOX 24040 BELLEVILLE, IL 62223				
WATERWORKS OPERATION & D	7520	13759618	7.14	982437
CLERICAL OFFICE EMPLOYEES NOC	8810	3618818	.31	11218

IL MANUAL PREMIUM $ 1029534

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 27822
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1021477
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	1491356
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	1491356
DEDUCTIBLE CREDIT (9663)	1332228
1.01% IL IND COMM OP FUND SURCHARGE	15063
TOTAL ESTIMATED PREMIUM	174191
DEPOSIT AMOUNT DUE	174191

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 62 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 06 01

FEIN 350936102 ENTITY CD 006

INDIANA - AMERICAN WATER COMPANY INC

401 CAMBY COURT
P O BOX 570
GREENWOOD, IN 46142

555 EAST COUNTY LINE RD
GREENWOOD, IN 46143

650 MADISON ST
GARY, IN 46402

51 LOCUST ST
TERRE HAUTE, IN 47803

110 SOUTH PARK BLVD
GREENWOOD, IN 46142

1700 MCCALL DRIVE
SHELBYVILLE, IN 46176

425 WEST MAIN ST
MOORESVILLE, IN 46158

4027 S LAFOUNTAIN ST
KOKOMO, IN 46902

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 63 OF MORE

005001

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 06 01 (CONT'D)				
FEIN 350936102 ENTITY CD 006 (CONT'D) 1420 S BURLINGTON DR MUNCIE, IN 47308-1152				
1730 SYLVAN NOOK DR RICHMOND, IN 47374				
1301 NORTH CASS ST WABASH, IN 46992				
350 NORTH BUFFALOW ST WARSAW, IN 46580				
1007 HAPPY HOLLOW ROAD WEST LAFAYETTE, IN 47996				
870 WEST STATE ROAD 32 WINCHESTER, IN 47304				
2423 MIDDLE ROAD CLARKSVILLE, IN 47139-3847				
100 NORTH VINE STREET SEYMOUR, IN 47274				
250 BANJO DR CRAWFORDSVILLE, IN 47933				
909 EDITH AVE NOBLESVILLE, IN 46060				
120 WATER ST NEWBURGH, IN 47620				

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 06 01 (CONT'D)				
FEIN 350936102 ENTITY CD 006 (CONT'D) 536 N MAIN ST SUMMITSVILLE, IN 46070				
23 N 2ND STREET SOMERSET, IN 46984				
698 CASSETTE RD WABASH, IN 46992				
WATERWORKS OPERATION & D	7520	7791755	2.64	205702
CLERICAL OFFICE EMPLOYEES NOC	8810	3082448	.17	5240

IN MANUAL PREMIUM $ 221593

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	5906
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		216848
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		316598
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		316598
DEDUCTIBLE CREDIT (9663)		282817
.40% IN SECOND INJURY FUND SURCHARGE		1266
TOTAL ESTIMATED PREMIUM		35047
DEPOSIT AMOUNT DUE		35047

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 65 OF MORE

005002

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 07 01

FEIN 251008096 ENTITY CD 007

PENNSYLVANIA - AMERICAN WATER COMPANY INC

800 WEST HERSHEY PARK DR
HERSHEY, PA 17033

306 WEST FRONT ST
#249
BERWICK, PA 18603

RT 350 SOUTH
BOX 707
PHILIPSBURG, PA 16866

250 WEST LAUREL ST
BOX 23
FRANKVILLE, PA 17931

196 WEST JOHNSON HWY
NORRISTOWN, PA 19401-0871

200 EAST CANAL ST
HUMMELSTOWN, PA 17036

852 WESLEY DR
MECHANICSBURG, PA 71055

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 66 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
FEIN 251008096 ENTITY CD 007 (CONT'D) 105 SODOM ROAD MILTON, PA 17847				
50 WEST COLLEGE AVE BOX 353 YARDLEY, PA 19067				
100 N PENNSYLVANIA AVE WILKES BARRE, PA 18701				
WINONA ROAD BUSHKILL, PA 18324				
1760 VALLEY VIEW DR BANGOR, PA 18013				
216 WILLOW AVE BOX 242 SUSQUEHANNA, PA 18847				
2699 STAFFORD AVE SCRANTON, PA 18505				
1 RYANS ROAD TOBYHANNA, PA 18466				
20 EAST UNION STREET WILKES BARRE, PA 18701				
650 HORNING ROAD BEHTEL PARK, PA 15102				

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 67 OF MORE

005003

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
FEIN 251008096 ENTITY CD 007 (CONT'D) 300 GALLEY ROAD MCMURRAY, PA 15317				
215 NORTH JEFFERSON ST KITTANNING, PA 16201-1323				
203 ONEIDA VALLEY ROAD BUTLER, PA 16001				
1073 EAST MAIN STREET CLARION, PA 16214				
1789 RT 286 SOUTH INDIANA, PA 15701				
2736 ELLWOOD ROAD NEW CASTLE, PA 16107				
101 LONG ST ELIZABETH, PA 15037				
203 SYCAMORE ST BOX 1096 PUNXSUTAWNY, PA 15767				
RT 321 NORTH BOX 355 KANE, PA 16735				
72 COLDSPRING ST UNIONTOWN, PA 15401				

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
FEIN 251008096 ENTITY CD 007 (CONT'D) 10 WILLEY ST BOX 906 WARREN, PA 16365				
P O BOX 207 NAZARETH, PA 18064				
4 WELLINGTON BLVD WYOMISSION, PA 19610				
P O BOX 585 ROYERSFORD, PA 19408				
400 CHESHIRE COURT SUITE 104 COATSVILLE, PA 19320				
114 EAST LINCOLN HIGHWAY COATSVILLE, PA 19320				
4 WELLINGTON BLVD WYOMISSING HILLS, PA 19610				
WATERWORKS	0753	26108798	4.18	1091348
SALESPERSON-OUTSIDE	0951	2344071	.79	18518

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 69 OF MORE

005004

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 07 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES	0953	9157645	.41	37546

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	37865
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		1185277
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		1674796
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		1674796
DEDUCTIBLE CREDIT(9663)		1496095
1.98% PA EMPL ASSESSMENT (0938)		33161
TOTAL ESTIMATED PREMIUM		211862
DEPOSIT AMOUNT DUE		211862

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 70 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-IA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 420735216 ENTITY CD 008				
IOWA - AMERICAN WATER COMPANY 230 E 2ND STREET DAVENPORT, IA 52801				
WATERWORKS OPERATION & D	7520	1765264	4.41	77848
CLERICAL OFFICE EMPLOYEES NOC	8810	740472	.36	2666

IA MANUAL PREMIUM $ 82611

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 2254
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	82768
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	120841
DEVIATION PROGRAM CREDIT(9034) - 20.00%	24168
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	96673
DEDUCTIBLE CREDIT (9663)	86358
TOTAL ESTIMATED PREMIUM	10315
DEPOSIT AMOUNT DUE	10315

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 71 OF MORE

005005

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 610485002 ENTITY CD 009				
KENTUCKY - AMERICAN WATER COMPANY				
2300 RICHMOND RD LEXINGTON, KY 40502				
WATERWORKS OPERATION & D	7520	2649370	2.16	57226
CLERICAL OFFICE EMPLOYEES NOC	8810	1895133	.18	3411

KY MANUAL PREMIUM $ 70955

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 1698
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	62335
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	91009
10.00% SCHEDULE CREDIT(9887)	9101
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	81908
DEDUCTIBLE CREDIT (9663)	73168
6.50% KY SPECIAL FUND ASSESSMENT	5324
TOTAL ESTIMATED PREMIUM	14064
DEPOSIT AMOUNT DUE	14064

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 72 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-MD

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 520265025 ENTITY CD 010				
MARYLAND - AMERICAN WATER COMPANY				
22 WEST PENNSYLVANIA AVE P O BOX 399 BEL AIR, MD 21014				
126 SOUTH MAIN STREET BEL AIR, MD 21014				
WATERWORKS OPERATION & D	7520	264758	3.25	8605
CLERICAL OFFICE EMPLOYEES NOC	8810	79581	.33	263

MD MANUAL PREMIUM $ 8868

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 248
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	9116
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	13309
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	13309
DEDUCTIBLE CREDIT (9663)	11889
TOTAL ESTIMATED PREMIUM	1420
DEPOSIT AMOUNT DUE	1420

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 73 OF MORE

005006

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-MI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 2800969A

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 381657784 ENTITY CD 011				
MICHIGAN - AMERICAN WATER COMPANY				
311 5TH STREET CALUMET, MI 49913				
WATERWORKS OPERATION	7520	120556	4.59	5534
CLERICAL OFFICE EMPLOYEES	8810	128436	.20	257

MI MANUAL PREMIUM $ 5791

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	191
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		5982
EXPERIENCE MODIFICATION: .88 MODIFIED PREMIUM		5264
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		5264
DEDUCTIBLE CREDIT (9663)		4649
TOTAL ESTIMATED PREMIUM		615
DEPOSIT AMOUNT DUE		615

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 74 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 09 01

FEIN 440578460 ENTITY CD 012

MISSOURI - AMERICAN
WATER COMPANY

P O BOX 6276
ST JOSEPH, MO 64506

115 W BROADWAY
BOX 71
BRUNSWICK, MO 65236

506 S WESTERN
MEXICO, MO 65265-0190

110 MAIN STREET
BOX 12001
PARKVILLE, MO 64152-5015

101 EAST FIRST STREET
PARKVILLE, MO 62152

1290 MOTHERHEAD RD
BOX 380
COTTLEVILLE, MO 63338-0390

1075 MONSERRAT ROAD
BOX 258
WARRENSBURG, MO 64093-9375

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 75 OF MORE

005007

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01 (CONT'D)				
FEIN 440578460 ENTITY CD 012 (CONT'D) 701 MAIN STREET JOPLIN, MO 64802				
1003 E ST MAARTENS DR ST JOSEPH, MO 64508				
906 WEST HIGH ST JEFFERSON CITY, MO 65102				
535 NORTH NEW BALLAS RD ST LOUIS, MO 63141				
WATERWORKS OPERATION & D	7520	19935303	5.18	1032649
CLERICAL OFFICE EMPLOYEES NOC	8810	4660862	.35	16313

MO MANUAL PREMIUM $ 1056005

1.20% EMPL. LIAB. INCREASED LIMITS(9812)	$ 12588
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1061550
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	1549863
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	1549863
DEDUCTIBLE CREDIT (9663)	1384493
3.00% MO SECOND INJURY FUND SURCHARGE	46496
TOTAL ESTIMATED PREMIUM	211866
DEPOSIT AMOUNT DUE	211866

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 76 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 02				
FEIN 440578460 ENTITY CD 012				
MISSOURI - AMERICAN WATER COMPANY (JEFFERSON CITY WATER COMPANY)				
NO BUSINESS LOCATION NONE, MO 65101				
WATERWORKS OPERATION & D	7520	IF ANY	5.18	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.35	

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 77 OF MORE

005008

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 510063696 ENTITY CD 016 NJ TAX IDENTIFICATION NO.: 000510063696 REGIONAL GROUP - NJ				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	15153071	6.38	966766
CLERICAL OFFICE EMPLOYEES NOC	8810	6200170	.26	16120

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 32435
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1015321
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM	867084
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	867084
89.33% DEDUCTIBLE CREDIT (9864)	774566
FOREIGN TERRORISM / TRIA (9740)	NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE	54713
TOTAL ESTIMATED PREMIUM	147231
TOTAL ESTIMATED COST	147231

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 78 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 314399620 ENTITY CD 015				
OHIO - AMERICAN WATER COMPANY				
NO BUSINESS LOCATION NONE, OH 44101				
WATERWORKS OPERATION & D	7520	2526064	.0220	556
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D3 (00)-001 CLERICAL OFFICE EMPLOYEES NOC	8810	1169316	.0220	257

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		813
TOTAL ESTIMATED PREMIUM		813
DEPOSIT AMOUNT DUE		813

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 79 OF MORE

005009

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 620529095 ENTITY CD 013				
TENNESSEE - AMERICAN WATER COMPANY				
1101 BROAD STREET P O BOX 6338 CHATTANOOGA, TN 37401				
WATERWORKS OPERATION & D	7520	2742176	3.89	106671
CLERICAL OFFICE EMPLOYEES NOC	8810	1357258	.32	4343

TN MANUAL PREMIUM $ 111014

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	3108
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		114122
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	$	166618
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		166618
DEDUCTIBLE CREDIT(9663)		148840
TOTAL ESTIMATED PREMIUM		17778
DEPOSIT AMOUNT DUE		17778

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 80 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 510063696 ENTITY CD 016				
TEXAS AMERICAN				
NO BUSINESS LOCATION NONE, TX 78712				
FEIN 510293849 ENTITY CD 017				
TEXAS AMERICAN				
NO BUSINESS LOCATION NONE, TX 78712				
WATERWORKS OPERATION & D	7520	24223	5.83	1412
CLERICAL OFFICE EMPLOYEES NOC	8810	180043	.39	702

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$	42
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		2156
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		3148
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		3148
88.23% DEDUCTIBLE CREDIT (9864)		2777
TOTAL ESTIMATED PREMIUM		371
DEPOSIT AMOUNT DUE		371

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 81 OF MORE

005010

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 09 01				
FEIN 540119650 ENTITY CD 014				
VIRGINIA - AMERICAN WATER COMPANY				
2223 DUKE STREET P O BOX 25405 ALEXANDRIA, VA 22313				
900 INDRUSTRIAL STREET HOPEWELL, VA 23860				
WATERWORKS OPERATION & D	7520	295380	2.96	8743
CLERICAL OFFICE EMPLOYEES NOC	8810	894266	.13	1163

VA MANUAL PREMIUM $ 9906

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 327
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	10233
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	14940
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	14940
DEDUCTIBLE CREDIT(9663)	13346
TOTAL ESTIMATED PREMIUM	1594
DEPOSIT AMOUNT DUE	1594

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 82 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 10 01

FEIN 314399620 ENTITY CD 015

CALIFORNIA - AMERICAN
WATER COMPANY

2025 BUENA VISTA
IRWINDAL, CA 90000

P O BOX 951
CARMEL, CA 93940

303 H STREET
SUITE 250
CHULA VISTA, CA 91910

1019 CHERRY AVE
IMPERIAL BEACH, CA 91932

50 RAGSDALE DR
MONTEREY, CA 93940

2020 HUNTINGTON DR
SAN MARINO, CA 91108

2439 HILLCREST DR
NEWBURY PARK, CA 91320

1101 SOUTH OAK AVE
DUARTE, CA 91010

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 83 OF MORE

005011

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01 (CONT'D)				
FEIN 314399620 ENTITY CD 015 (CONT'D) 9634 WEST SLAUSON AVE LOS ANGELES, CA 90043				
4701 BELOIT DRIVE SACRAMENTO, CA 95838				
640 LAKEFIELD CENTER LAKEFIELD, CA 95403				
2385 CARLOS ST SUITE B MOSS BEACH, CA 94038				
195 KERBY WAY FELTON, CA 95018				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	5844188	6.19	361755

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 84 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	4546327	.77	35007

CA MANUAL PREMIUM $ 408901

2.80% CO. SURCHG.-EMPL LIAB INCR LIMITS(0120)	$	11109
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		407871
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM		411950
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		411950
89.33% DEDUCTIBLE CREDIT (9864)		367995
2.00% CIGA SURCHARGE		8239
.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%		2884
TOTAL ESTIMATED PREMIUM		55078
DEPOSIT AMOUNT DUE		55078

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 85 OF MORE

005012

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NM

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 10 01				
FEIN 510063696 ENTITY CD 016				
NEW MEXICO - AMERICAN WATER COMPANY INC				
1005 MORRIS STREET CLOVIS, NM 88101				
WATERWORKS OPERATION & D	7520	415837	3.25	13515
CLERICAL OFFICE EMPLOYEES NOC	8810	457706	.38	1739

NM MANUAL PREMIUM $ 15254

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 427
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	15681
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	22894
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	22894
DEDUCTIBLE CREDIT(9663)	20451
TOTAL ESTIMATED PREMIUM	2443
DEPOSIT AMOUNT DUE	2443

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 86 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 01				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC				
3719 HIGHWAY 301 ELLENTON, FL 34222				
WATERWORKS OPERATION & D	7520	IF ANY	5.86	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 87 OF MORE

005013

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 01				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (INDIANA)				
NO BUSINESS LOCATION NONE, IN 46206				
WATERWORKS OPERATION & D	7520	IF ANY	2.64	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.17	

IN MANUAL PREMIUM $ 221593

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
0.40% SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 88 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 12				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (NEW YORK)				
NO BUSINESS LOCATION NONE, NY 12201				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.36	

NY MANUAL PREMIUM $ 221239

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
18.60% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 89 OF MORE

005014

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 03				
FEIN 256010768 ENTITY CD 018				
GETTYSBURG MUNICIPAL AUTHORITY - PA (WATER)				
601 E MIDDLE STREET GETTYSBURG, PA 17325				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 90 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 04				
FEIN 256010768 ENTITY CD 018				
GETTYSBURG MUNICIPAL AUTHORITY - PA (SEWER)				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 91 OF MORE

005015

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 05				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (HAZELTON CITY AUTHORITY - PA)				
400 E ARTHUR GARDNER HAZELTON, PA 18301				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 92 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 06				
FEIN 256010769 ENTITY CD 019				
HOGINS TOWNSHIP AUTHORITY - PA				
915 WEST MAPLE STREET VALLEY VIEW, PA 17983				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 93 OF MORE

005018

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 07				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICES INC (EASTERN)				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 94 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 08				
FEIN 256010772 ENTITY CD 020				
MUNICIPAL AUTHORITY BOROUGH SHENANDOA - PA				
P O BOX 110 SHENANDOA, PA 17976				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 95 OF MORE

005017

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 09				
FEIN 256010773 ENTITY CD 021				
TOWER CITY BOROUGH AUTHORITY - PA				
P O BOX 37 TOWER CITY, PA 17980				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 96 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 11 11				
FEIN 510293849 ENTITY CD 017				
AMERICAN COMMONWEALTH MANAGEMENT SERVICE INC (MEADVILLE AREA WATER AUTHORITY)				
18160 ROGERS FERRY ROAD MEADVILLE, PA 16335				
WATERWORKS	0753	IF ANY	4.18	
SALESPERSON-OUTSIDE	0951	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 97 OF MORE

005018

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC				
NO BUSINESS LOCATION NONE, GA 30301				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

GA MANUAL PREMIUM $ 15359

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 98 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC				
NO BUSINESS LOCATION NONE, IN 46206				
WATERWORKS OPERATION & D	7520	178104	2.64	4702
CLERICAL OFFICE EMPLOYEES NOC	8810	593074	.17	1008

IN MANUAL PREMIUM $ 221593

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 160
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	5870
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	8570
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	8570
DEDUCTIBLE CREDIT (9663)	7656
.40% IN SECOND INJURY FUND SURCHARGE	34
TOTAL ESTIMATED PREMIUM	948
DEPOSIT AMOUNT DUE	948

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 99 OF MORE

005019

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC				
NO BUSINESS LOCATION NONE, MO 65101				
WATERWORKS OPERATION & D	7520	IF ANY	5.18	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.35	

MO MANUAL PREMIUM $ 1056005

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 100 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 04				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (LEE COUNTY NC WATER PLANT)				
6515 ZIMMERMAN ROAD STANFORD, NC 27330				
WATERWORKS OPERATION & D	7520	IF ANY	4.35	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

NC MANUAL PREMIUM $ 12811

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 101 OF MORE

006020

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 05				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SPRUCE PINE NC WATER TREATMENT PLANT)				
200 CLEAR WATER ROAD SPRUCE PINE, NC 28777				
WATERWORKS OPERATION & D	7520	162811	4.35	7082
CLERICAL OFFICE EMPLOYEES NOC	8810	128610	.33	424

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$ 248
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	7754
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	11321
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	11321
DEDUCTIBLE CREDIT (9663)	10113
TOTAL ESTIMATED PREMIUM	1208
DEPOSIT AMOUNT DUE	1208

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 102 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 06				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (MONTGOMERY COUNTY WATER TREATMENT PLANT)				
724 HYDRO ROAD MT GILEAD, NC 27306				
WATERWORKS OPERATION & D	7520	IF ANY	4.35	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 103 OF MORE

005021

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 09				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (MOORE COUNTY REGIONAL)				
1060 ADDOR ROAD P O BOX 813 PINE BUFF, NC 28372				
WATERWORKS OPERATION & D	7520	IF ANY	4.35	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 104 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022 NJ TAX IDENTIFICATION NO.: 223259128000 AMERICAN ANGLIAN ENVIRONMETAL TECHNOLOGIES INC (NJ) (CORPORATE)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	192662	.26	501

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 17
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	518
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM	442
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	442
89.33% DEDUCTIBLE CREDIT (9864)	395
FOREIGN TERRORISM / TRIA (9740)	NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE	28
TOTAL ESTIMATED PREMIUM	75
TOTAL ESTIMATED COST	75

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 105 OF MORE

005022

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 03				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (BUFFALO CITY WATER AUTHORITY)				
NO BUSINESS LOCATION NONE, NY 12201				
WATERWORKS OPERATION & D	7520	IF ANY	6.14	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.36	

NY MANUAL PREMIUM $ 221239

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
18.60% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 106 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 01				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (STRONGVILLE)				
NO BUSINESS LOCATION NONE, OH 44101				
WATERWORKS OPERATION & D	7520	164829	.0220	36
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D3 (00)-001 CLERICAL OFFICE EMPLOYEES NOC	8810	587591	.0220	129

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		165
TOTAL ESTIMATED PREMIUM		165
DEPOSIT AMOUNT DUE		165

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 107 OF MORE

005023

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 08				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (DOWNINGTON)				
453 BOOT ROAD DOWNINGTON, PA 19335				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 108 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 09				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (POCONO COUNTRY PLACE)				
1 LAKEVIEW DRIVE TOBYHANNA, PA 18466				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 109 OF MORE

005024

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 10				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SCRANTON)				
307 NORTH WASHTINGTON AVE SCRANTON, PA 18503				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 110 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 11				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (SCRANTON SEWER AUTHORITY)				
307 NORTH WASHINGTON AVE SCRANTON, PA 18503				
WATERWORKS	0753	IF ANY	4.18	
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 111 OF MORE

005025

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 13				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	284324	4.18	11885
CLERICAL OFFICE EMPLOYEES	0953	346600	.41	1421

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	439
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		13745
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		19422
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		19422
DEDUCTIBLE CREDIT(9663)		17350
1.98% PA EMPL ASSESSMENT (0938)		385
TOTAL ESTIMATED PREMIUM		2457
DEPOSIT AMOUNT DUE		2457

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 112 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-VA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 12 02				
FEIN 223259128 ENTITY CD 022				
AMERICAN ANGLIAN ENVIRONMENTAL TECHNOLOGIES INC (NARROW VA WASTEWATER TREATMENT PLANT)				
229 NORTHSIDE DR RIVERVIEW DANVILLE, VA 24540				
WATERWORKS OPERATION & D	7520	IF ANY	2.96	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.13	

VA MANUAL PREMIUM $ 9906

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 113 OF MORE

005028

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 13 01				
FEIN 111516966 ENTITY CD 023				
LONG ISLAND WATER CORPORATION				
733 SUNRISE HIGHWAY LYNBROOK, NY 11563				
WATERWORKS OPERATION & D	7520	3506908	6.14	215324
EXECUTIVE OFFICERS NOC	8809	64841	.46	298
CLERICAL OFFICE EMPLOYEES NOC	8810	1560257	.36	5617

NY MANUAL PREMIUM $ 221239

2.80% EMPL. LIAB. INCREASED LIMITS	$ NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	221239
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	323009
0.00% NY CONTR. CLASS PREM. ADJ. PLAN	NONE
DEVIATION PROGRAM CREDIT(9034) - 15.00%	48451
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	274558
DEDUCTIBLE CREDIT(9663)	245263
18.60% NY STATE ASSESSMENT(0932)	51068
2.00% NY SURCHARGE(9749)	1607
TOTAL ESTIMATED PREMIUM	81970
DEPOSIT AMOUNT DUE	81970

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 114 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 14 01				
FEIN 350883858 ENTITY CD 024				
NORTHWEST INDIANA WATER COMPANY				
650 MADISON STREET GARY, IN 46402				
WATERWORKS OPERATION & D	7520	IF ANY	2.64	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.17	

IN MANUAL PREMIUM $ 221593

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
0.40% SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 115 OF MORE

005027

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 15 01				
FEIN 361561588 ENTITY CD 025				
NORTHERN ILLINOIS WATER COMPANY				
201 DEVONSHIRE ROAD CHAMPAIGN, IL 61820				
WATERWORKS OPERATION & D	7520	IF ANY	7.14	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.31	

IL MANUAL PREMIUM $ 1029534

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.01% IL IND COMM OP FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 116 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 16 01				
FEIN 430494481 ENTITY CD 026				
ST LOUIS COUNTY WATER COMPANY				
535 NORTH NEW BALLAS ROAD ST LOUIS, MO 63141				
WATERWORKS OPERATION & D	7520	IF ANY	5.18	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.35	

MO MANUAL PREMIUM $ 1056005

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 117 OF MORE

005028

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 31 01				
FEIN 980165920 ENTITY CD 027				
AMERICAN WATER (USA) INC				
NO BUSINESS LOCATION NONE, CA 95814				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.77	

CA MANUAL PREMIUM $ 408901

2.80% EMPL. LIAB. INCREASED LIMITS	$ NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
2.00% CIGA SURCHARGE	NONE
0.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 118 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 31 01				
FEIN 980165920 ENTITY CD 027				
AMERICAN WATER (USA) INC				
133 CARNEGIE WAY SUITE 600 ATLANTA, GA 30303				
WATERWORKS OPERATION & D	7520	IF ANY	5.05	
ENGINEER-CONSULTING	8601	IF ANY	1.13	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

GA MANUAL PREMIUM $ 15359

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 119 OF MORE

005029

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-MI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 2800969A

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 31 01				
FEIN 980165920 ENTITY CD 027				
AMERICAN WATER (USA) INC				
NO BUSINESS LOCATION NONE, MI 48901				
WATERWORKS OPERATION	7520	IF ANY	4.59	
SEWAGE DISPOSAL PLANT OPERATION	7580	IF ANY	2.96	

MI MANUAL PREMIUM $ 5791

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .88 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 120 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
2440 MORGAN ROAD BIRMINGHAM, AL 35233				
SEWER CONSTRUCTION-ALL OPERATIONS & D (COUNTY/TOWN CODE 0001)	6306	IF ANY	9.13	
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0001)	7520	IF ANY	4.90	
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	IF ANY	.51	

AL MANUAL PREMIUM $ 491

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 121 OF MORE

005030

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-CT

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, CT 06101				
WATERWORKS OPERATION & D	7520	IF ANY	5.23	

CT MANUAL PREMIUM $ 262

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
4.00% CT SECOND INJURY FUND SURCHARGE		NONE
1.80% CT ASSESSMENT FUND		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 122 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
109 APPLEWOOD DRIVE LONGWOOD, FL 32750				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.70	
WATERWORKS OPERATION & D	7520	IF ANY	5.86	
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.22	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 123 OF MORE

005031

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, NY 12201				
WATERWORKS OPERATION & D	7520	IF ANY	6.14	

NY MANUAL PREMIUM $ 221239

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
18.60% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 124 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-OH

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 32 01				
FEIN 760469163 ENTITY CD 028				
AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE INC				
NO BUSINESS LOCATION NONE, OH 44101				
WATERWORKS OPERATION & D	7520	IF ANY	.0220	
SALESPERSONS-OUTSIDE	8742	IF ANY	.0220	
EMPLOYERS LIABILITY SEE ENDT WC 99 03 D3 (00)-001 CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 125 OF MORE

005032

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-CT

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, CT 06101				
CLERICAL OFFICE EMPLOYEES NOC	8810	93691	.28	262

CT MANUAL PREMIUM $ 262

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 7
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	269
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	393
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	393
4.00% CT SECOND INJURY FUND SURCHARGE	16
1.80% CT ASSESSMENT FUND	7
DEDUCTIBLE CREDIT (9663)	351
TOTAL ESTIMATED PREMIUM	65
DEPOSIT AMOUNT DUE	65

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 126 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
7327 COMMERCIAL CIRCLE FORT PIERCE, FL 34951-4109				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.70	
WATERWORKS OPERATION & D	7520	IF ANY	5.86	
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.22	
CLERICAL OFFICE EMPLOYEES NOC	8810	296327	.48	1422

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$	20
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		1442
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		2105
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		2105
DEDUCTIBLE CREDIT (9663)		1599
TOTAL ESTIMATED PREMIUM		506
DEPOSIT AMOUNT DUE		506

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 127 OF MORE

005033

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 04				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
101 N INDUSTRIAL LOOP ORANGE PARK, FL 23073				
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	IF ANY	.86	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	
SEWER CLEANING & D	9402	IF ANY	9.13	

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 128 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, GA 30301				
WATERWORKS OPERATION & D	7520	IF ANY	5.05	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

GA MANUAL PREMIUM $ 15359

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 129 OF MORE

005034

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 04				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
300 WEST GORDON STREET THOMASTON, GA 30286				
ELECTRIC POWER EQUIPMENT MFG.	3643	IF ANY	4.13	
WATERWORKS OPERATION & D	7520	IF ANY	5.05	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 130 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, IN 46206				
WATERWORKS OPERATION & D	7520	167739	2.64	4428
CLERICAL OFFICE EMPLOYEES NOC	8810	288025	.17	490

IN MANUAL PREMIUM $ 221593

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	138
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		5056
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		7382
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		7382
DEDUCTIBLE CREDIT (9663)		6594
.40% IN SECOND INJURY FUND SURCHARGE		30
TOTAL ESTIMATED PREMIUM		818
DEPOSIT AMOUNT DUE		818

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 131 OF MORE

005035

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-IN

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 05				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, IN 46206				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.17	

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
0.40% SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 132 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029 STATE UNEMPLOYMENT IDENTIFIER: 980165919000				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, NC 27611				
WATERWORKS OPERATION & D	7520	IF ANY	4.35	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.33	

NC MANUAL PREMIUM $ 12811

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 133 OF MORE

005036

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029 NJ TAX IDENTIFICATION NO.: 980165919000 AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	518924	.26	1349

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	45
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		1394
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		1190
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		1190
89.33% DEDUCTIBLE CREDIT (9864)		1063
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		75
TOTAL ESTIMATED PREMIUM		202
TOTAL ESTIMATED COST		202

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 134 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 02				
FEIN 980165919 ENTITY CD 029 NJ TAX IDENTIFICATION NO.: 980165919000 AMERICAN WATER OPERATIONS AND MAINTENANCE INC (WILDWOOD)				
NO BUSINESS LOCATION NONE, NJ 08012				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 135 OF MORE

005037

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-OK

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, OK 73125				
WATERWORKS OPERATION & D	7520	IF ANY	4.98	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.48	

OK MANUAL PREMIUM $ 48

2.80% EMPL. LIAB. INCREASED LIMITS $	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 136 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
NO BUSINESS LOCATION NONE, PA 17105				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 137 OF MORE

005038

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 01				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC				
P O BOX 2067 ALVIN, TX 77512				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.08	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$ NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
DEDUCTIBLE CREDIT	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 138 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 33 03				
FEIN 980165919 ENTITY CD 029				
AMERICAN WATER OPERATIONS AND MAINTENANCE INC (S&W WATER MAINTENANCE)				
419 CENTURY PLAZA DR STE 250 P O BOX 38623 HOUSTON, TX 77073-8623				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 139 OF MORE

005039

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
5240 DUNCAN ROAD UNIT 1 PUNTA GORDA, FL 33982				
4120 SELVITZ ROAD FORT PIERCE, FL 34981-4728				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.70	
WATERWORKS OPERATION & D	7520	27473	5.86	1610
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.22	

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 140 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	65315	.48	314

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS(9812) $	27
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	1951
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	2848
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	2848
DEDUCTIBLE CREDIT (9663)	2163
TOTAL ESTIMATED PREMIUM	685
DEPOSIT AMOUNT DUE	685

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 141 OF MORE

005040

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
NO BUSINESS LOCATION NONE, KY 40601				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.18	

KY MANUAL PREMIUM $ 70955

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
10.00% SCHEDULE CREDIT		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
6.50% KY SPECIAL FUND ASSESSMENT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 142 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
NO BUSINESS LOCATION NONE, MO 65101				
CLERICAL OFFICE EMPLOYEES NOC	8810	2605	.35	9

MO MANUAL PREMIUM $ 1056005

1.20% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		9
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		13
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		13
DEDUCTIBLE CREDIT (9663)		12
3.00% MO SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		1
DEPOSIT AMOUNT DUE		1

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 143 OF MORE

005041

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030 NJ TAX IDENTIFICATION NO.: 522062646000 AMERICAN WATER RESIDUALS MANAGEMENT INC				
NO BUSINESS LOCATION NONE, NJ 08650				
SEWER CONSTRUCTION & D	6306	IF ANY	9.69	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 144 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 34 01				
FEIN 522062646 ENTITY CD 030				
AMERICAN WATER RESIDUALS MANAGEMENT INC				
11500 NORTHWEST FREEWAY SUITE 600 HOUSTON, TX 77092				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.08	
WATERWORKS OPERATION & D	7520	40981	5.83	2389
EXECUTIVE OFFICERS NOC-PERFORMING CLERICAL OR OUTSIDE SALESPERSONS DUTIES ONLY	8809	IF ANY	.57	
CLERICAL OFFICE EMPLOYEES NOC	8810	72507	.39	283

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 53
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	2725
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	3979
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3979
88.23% DEDUCTIBLE CREDIT (9864)	3511
TOTAL ESTIMATED PREMIUM	468
DEPOSIT AMOUNT DUE	468

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 145 OF MORE

005042

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 35 01				
FEIN 223239760 ENTITY CD 031 NJ TAX IDENTIFICATION NO.: 223239760000 UTILITY MANAGEMENT AND ENGINEERING INC				
55 REGENT ST LIVINGSTON, NJ 07039				
SEWER CONSTRUCTION & D	6306	IF ANY	9.69	
BOAT BUILDING-WOOD-NOC & D	6801F	IF ANY	3.75	
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
ENGINEER-CONSULTING NPD	8601	IF ANY	.79	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 146 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 35 01				
FEIN 223239760 ENTITY CD 031				
UTILITY MANAGEMENT AND ENGINEERING INC				
1913 W LOOP P O BOX 907 EL CAMPO, TX 77437				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 147 OF MORE

005043

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 36 01				
FEIN 742211380 ENTITY CD 032				
SOUTHWEST UTILITIES INC				
1913 W LOOP P O BOX 907 EL CAMPO, TX 77437				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 148 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 37 01				
FEIN 760115681 ENTITY CD 033				
WALTER WATER WORKS INC				
1913 W LOOP P O BOX EL CAMPO, TX 77437				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 149 OF MORE

005044

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 38 01				
FEIN 911745331 ENTITY CD 034				
AMERICAN WATER SERVICES CDM INC				
NO BUSINESS LOCATION NONE, AL 36104				
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	IF ANY	.51	

AL MANUAL PREMIUM $ 491

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 150 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 38 01				
FEIN 911745331 ENTITY CD 034				
AMERICAN WATER SERVICES CDM INC				
NO BUSINESS LOCATION NONE, TX 78712				
WATERWORKS OPERATION & D	7520	IF ANY	5.83	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.39	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 151 OF MORE

005045

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 38 01				
FEIN 911745331 ENTITY CD 034				
AMERICAN WATER SERVICES CDM INC				
NO BUSINESS LOCATION NONE, WA 98101				
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001				
WATERWORKS OPERATION	7520	IF ANY	.0220	
ARCHITECT - CONSULTING	8601	IF ANY	.0220	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.0220	

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM $	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	NONE
TOTAL ESTIMATED PREMIUM	NONE
DEPOSIT AMOUNT DUE	NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 152 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, CA 95814				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	IF ANY	6.19	

CA MANUAL PREMIUM $ 408901

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
2.00% CIGA SURCHARGE		NONE
0.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 153 OF MORE

005046

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, FL 32301				
WATERWORKS OPERATION & D	7520	11653	5.86	683
CLERICAL OFFICE EMPLOYEES NOC	8810	8033	.48	39

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$ 10
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	732
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	1069
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	1069
DEDUCTIBLE CREDIT (9663)	812
TOTAL ESTIMATED PREMIUM	257
DEPOSIT AMOUNT DUE	257

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 154 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, GA 30301				
WATERWORKS OPERATION & D	7520	IF ANY	5.05	
CLERICAL OFFICE EMPLOYEES NOC	8810	920	.33	3

GA MANUAL PREMIUM $ 15359

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		3
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		4
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		4
DEDUCTIBLE CREDIT (9663)		1
TOTAL ESTIMATED PREMIUM		3
DEPOSIT AMOUNT DUE		3

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 155 OF MORE

005047

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 03				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT				
NO BUSINESS LOCATION NONE, GA 30301				
SALESPERSONS-OUTSIDE	8742	IF ANY	.60	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 156 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-MI

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 2800969A

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, MI 48901				
WATERWORKS OPERATION	7520	IF ANY	4.59	

MI MANUAL PREMIUM $ 5791

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .88 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 157 OF MORE

005048

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035 NJ TAX IDENTIFICATION NO.: 980183794000 TRIMAX RESIDUALS MANAGEMENT (USA) INC				
ND BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 158 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 05				
FEIN 980183794 ENTITY CD 035 NJ TAX IDENTIFICATION NO.: 980183794000 TRIMAX RESIDUALS MANAGEMENT				
NO BUSINESS LOCATION NONE, NJ 08650				
SALESPERSONS-OUTSIDE	8742	IF ANY	.53	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 159 OF MORE

005049

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-NY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 01				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT (USA) INC				
NO BUSINESS LOCATION NONE, NY 12201				
WATERWORKS OPERATION & D	7520	IF ANY	6.14	

NY MANUAL PREMIUM $ 221239

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
0.00% NY CONTR. CLASS PREM. ADJ. PLAN		NONE
DEVIATION PROGRAM - 15.00%		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
18.60% NY STATE ASSESSMENT(0932)		NONE
2.00% NY SURCHARGE(9749)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 160 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 39 04				
FEIN 980183794 ENTITY CD 035				
TRIMAX RESIDUALS MANAGEMENT				
NO BUSINESS LOCATION NONE, TX 78712				
SALESPERSONS, C M-OUTSIDE	8742	IF ANY	.67	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 161 OF MORE

005050

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 40 01				
FEIN 742177717 ENTITY CD 036				
AMERICAN WATER INDUSTRIAL OPERATIONS INC				
NO BUSINESS LOCATION NONE, PA 17105				
CLERICAL OFFICE EMPLOYEES	0953	IF ANY	.41	

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
1.98% PA EMPL ASSESSMENT (0938)		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 162 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-LA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 41 01				
FEIN 720370343 ENTITY CD 037				
MAGNOLIA CONSTRUCTION COMPANY INC				
2654 MISSION DR BATON ROUGE, LA 70851				
2 HUMANE WAY HARAHAN, LA 70123				
SEWER CONSTRUCTION-ALL OPERATIONS & D (COUNTY/TOWN CODE 0551)	6306	IF ANY	14.60	

LA MANUAL PREMIUM $ 19002

2.80% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 163 OF MORE

005051

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-IL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 42 01				
FEIN 540912221 ENTITY CD 039				
AMERICAN WATER RESOURCES INC				
NO BUSINESS LOCATION NONE, IL 62703				
CLERICAL OFFICE EMPLOYEES NOC	8810	726978	.31	2254

IL MANUAL PREMIUM $ 1029534

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 63
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	2317
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	3383
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3383
DEDUCTIBLE CREDIT (9663)	3022
1.01% IL IND COMM OP FUND SURCHARGE	34
TOTAL ESTIMATED PREMIUM	395
DEPOSIT AMOUNT DUE	395

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 164 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 42 01				
FEIN 540912221 ENTITY CD 039 NJ TAX IDENTIFICATION NO.: 540912221000 AMERICAN WATER RESOURCES INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	1451739	.26	3775

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	125
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		3900
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		3331
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		3331
89.33% DEDUCTIBLE CREDIT (9864)		2976
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		210
TOTAL ESTIMATED PREMIUM		565
TOTAL ESTIMATED COST		565

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 165 OF MORE

005052

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 43 01				
FEIN 221683171 ENTITY CD 040 NJ TAX IDENTIFICATION NO.: 221683171000 ELIZABETHTOWN WATER COMPANY				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 166 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 43 02				
FEIN 221683171 ENTITY CD 040 NJ TAX IDENTIFICATION NO.: 221683171000 ELIZABETHTOWN WATER COMPANY (MOUNT HOLLY WATER COMPANY)				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 167 OF MORE

005053

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 44 01				
FEIN 223608285 ENTITY CD 041 NJ TAX IDENTIFICATION NO.: 223608285000 APPLIED WATER MANAGEMENT				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	4705700	6.38	300224
CLERICAL OFFICE EMPLOYEES NOC	8810	5405950	.26	14055

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 10371
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	324650
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM	277251
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	277251
89.33% DEDUCTIBLE CREDIT (9864)	247668
FOREIGN TERRORISM / TRIA (9740)	NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE	17495
TOTAL ESTIMATED PREMIUM	47078
TOTAL ESTIMATED COST	47078

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 168 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 45 01				
FEIN 222881176 ENTITY CD 042 NJ TAX IDENTIFICATION NO.: 222881176000 APPLIED WASTEWATER MANAGEMENT				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	IF ANY	6.38	
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 169 OF MORE

005054

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 04				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX N A RESIDUALS)				
NO BUSINESS LOCATION NONE, FL 32301				
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	IF ANY	.86	

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 170 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 05				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX NORTH AMERICA UNDERGROUND INFRASTRUCTURE INC				
109 APPLEWOOD DRIVE LONGWOOD, FL 32750				
SEWER CONSTRUCTION-ALL OPERATIONS & D	6306	IF ANY	11.70	
WATERWORKS OPERATION & D	7520	IF ANY	5.86	
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	IF ANY	8.22	

1.40% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 171 OF MORE

005055

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-GA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 03				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX N A OPERATIONS II)				
NO BUSINESS LOCATION NONE, GA 30301				
WATERWORKS OPERATION & D	7520	290017	5.05	14646
CLERICAL OFFICE EMPLOYEES NOC	8810	215113	.33	710

GA MANUAL PREMIUM $ 15359

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	507
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		15863
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		23160
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		23160
DEDUCTIBLE CREDIT (9663)		4766
TOTAL ESTIMATED PREMIUM		18394
DEPOSIT AMOUNT DUE		18394

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 172 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

12637-IA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 02				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX NORTH AMERICA CORP)				
NO BUSINESS LOCATION NONE, IA 50318				
WATERWORKS OPERATION & D	7520	10318	4.41	455
CLERICAL OFFICE EMPLOYEES NOC	8810	456194	.36	1642

IA MANUAL PREMIUM $ 82611

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 59
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	2156
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	3148
DEVIATION PROGRAM CREDIT(9034) - 20.00%	630
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	2518
DEDUCTIBLE CREDIT (9663)	2249
TOTAL ESTIMATED PREMIUM	269
DEPOSIT AMOUNT DUE	269

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 173 OF MORE

005056

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-LA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 02				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX NORTH AMERICA CORP)				
NO BUSINESS LOCATION NONE, LA 70821				
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0551)	7520	226659	7.86	17815
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0551)	8810	228338	.52	1187

LA MANUAL PREMIUM $ 19002

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 532
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	19534
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	28520
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	28520
DEDUCTIBLE CREDIT (9663)	25477
TOTAL ESTIMATED PREMIUM	3043
DEPOSIT AMOUNT DUE	3043

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 174 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 01				
FEIN 510063696 ENTITY CD 043 NJ TAX IDENTIFICATION NO.: 000510063696 AWS CORP (AZURIX N A RESIDUALS)				
NO BUSINESS LOCATION NONE, NJ 08650				
SALESPERSONS-OUTSIDE	8742	IF ANY	.53	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 175 OF MORE

005057

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 04				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX N A RESIDUALS)				
NO BUSINESS LOCATION NONE, TX 78712				
SALESPERSONS, C M-OUTSIDE	8742	IF ANY	.67	

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
TOTAL ESTIMATED PREMIUM		NONE
DEPOSIT AMOUNT DUE		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 176 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-WA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 46 01				
FEIN 510063696 ENTITY CD 043				
AWS CORP (AZURIX CDM)				
NO BUSINESS LOCATION NONE, WA 98101				
WATERWORKS OPERATION & D	7520	258090	.0220	57
EMPLOYERS LIABILITY SEE ENDT WC 00 03 03 (C)-001 CLERICAL OFFICE EMPLOYEES NOC	8810	148433	.0220	33

EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		90
TOTAL ESTIMATED PREMIUM		90
DEPOSIT AMOUNT DUE		90

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 177 OF MORE

005058

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-AL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 01				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, AL 36104				
WATERWORKS OPERATION & D (COUNTY/TOWN CODE 0001)	7520	IF ANY	4.90	
CLERICAL OFFICE EMPLOYEES NOC (COUNTY/TOWN CODE 0001)	8810	96339	.51	491

AL MANUAL PREMIUM $ 491

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 14
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	505
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	737
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	737
DEDUCTIBLE CREDIT (9663)	658
TOTAL ESTIMATED PREMIUM	79
DEPOSIT AMOUNT DUE	79

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 178 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-CA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 1294747

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 02				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, CA 95814				
WATERWORKS OPERATION-ALL EMPLOYEES-INCLUDING CONSTRUCTION OR EXTENSION OF LINES	7520	70708	6.19	4377
CLERICAL OFFICE EMPLOYEES NOC	8810	945390	.77	7280

CA MANUAL PREMIUM $ 408901

2.80% CO. SURCHG.-EMPL LIAB INCR LIMITS(0120)	$ 326
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	11983
EXPERIENCE MODIFICATION: 1.01 MODIFIED PREMIUM	12103
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	12103
89.33% DEDUCTIBLE CREDIT (9864)	10812
2.00% CIGA SURCHARGE	242
.70% CA USER.45% FRAUD.16% UEBT.03% SIBT.06%	85
TOTAL ESTIMATED PREMIUM	1618
DEPOSIT AMOUNT DUE	1618

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 179 OF MORE

005059

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

15318-FL

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 03				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, FL 32301				
WATERWORKS OPERATION & D	7520	191956	5.86	11249
CLERICAL OFFICE EMPLOYEES NOC	8810	284327	.48	1365

FL MANUAL PREMIUM $ 38481

1.40% EMPL. LIAB. INCREASED LIMITS(9812)	$	177
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		12791
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		18675
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		18675
DEDUCTIBLE CREDIT (9663)		14184
TOTAL ESTIMATED PREMIUM		4491
DEPOSIT AMOUNT DUE		4491

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 180 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-KY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 04				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, KY 40601				
WATERWORKS OPERATION & D	7520	332944	2.16	7192
CLERICAL OFFICE EMPLOYEES NOC	8810	1736571	.18	3126

KY MANUAL PREMIUM $ 70955

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$	289
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		10607
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		15486
10.00% SCHEDULE CREDIT(9887)		1549
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		13937
DEDUCTIBLE CREDIT (9663)		12450
6.50% KY SPECIAL FUND ASSESSMENT		906
TOTAL ESTIMATED PREMIUM		2393
DEPOSIT AMOUNT DUE		2393

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 181 OF MORE

0D5080

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-MO

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 05				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, MO 65101				
WATERWORKS OPERATION & D	7520	130439	5.18	6757
CLERICAL OFFICE EMPLOYEES NOC	8810	79017	.35	277

MO MANUAL PREMIUM $ 1056005

1.20% EMPL. LIAB. INCREASED LIMITS(9812)	$ 84
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	7118
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	10392
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	10392
DEDUCTIBLE CREDIT (9663)	9283
3.00% MO SECOND INJURY FUND SURCHARGE	312
TOTAL ESTIMATED PREMIUM	1421
DEPOSIT AMOUNT DUE	1421

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 182 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-NC

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 07				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, NC 27611				
WATERWORKS OPERATION & D	7520	118275	4.35	5145
CLERICAL OFFICE EMPLOYEES NOC	8810	48350	.33	160

NC MANUAL PREMIUM $ 12811

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	175
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		5480
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM		8001
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		8001
DEDUCTIBLE CREDIT (9663)		7147
TOTAL ESTIMATED PREMIUM		854
DEPOSIT AMOUNT DUE		854

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 183 OF MORE

005081

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 06				
FEIN 223169459 ENTITY CD 044 NJ TAX IDENTIFICATION NO.: 000223169459 AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, NJ 08650				
CLERICAL OFFICE EMPLOYEES NOC	8810	25040	.26	65

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$ 2
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	67
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM	57
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	57
89.33% DEDUCTIBLE CREDIT (9864)	51
FOREIGN TERRORISM / TRIA (9740)	NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE	4
TOTAL ESTIMATED PREMIUM	10
TOTAL ESTIMATED COST	10

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 184 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-NJ

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 11				
FEIN 223169459 ENTITY CD 044 NJ TAX IDENTIFICATION NO.: 000223169459 AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, NJ 08650				
WATERWORKS OPERATION & D	7520	714743	6.38	45601
CLERICAL OFFICE EMPLOYEES NOC	8810	326395	.26	849

3.30% EMPL. LIAB. INCREASED LIMITS (6199)	$	1533
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		47983
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		40977
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		40977
89.33% DEDUCTIBLE CREDIT (9864)		36605
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		2586
TOTAL ESTIMATED PREMIUM		6958
TOTAL ESTIMATED COST		6958

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 185 OF MORE

005082

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

13439-OK

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 08				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, OK 73125				
WATERWORKS OPERATION & D	7520	IF ANY	4.98	
CLERICAL OFFICE EMPLOYEES NOC	8810	9940	.48	48

OK MANUAL PREMIUM $ 48

2.80% EMPL. LIAB. INCREASED LIMITS(9812)	$ 1
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	49
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	72
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	72
DEDUCTIBLE CREDIT (9663)	64
TOTAL ESTIMATED PREMIUM	8
DEPOSIT AMOUNT DUE	8

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 186 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-PA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 88768

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 09				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, PA 17105				
WATERWORKS	0753	182986	4.18	7649
CLERICAL OFFICE EMPLOYEES	0953	75622	.41	310

PA MANUAL PREMIUM $ 1168677

3.30% EMPL. LIAB. INCREASED LIMITS(9812)	$	263
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		8222
EXPERIENCE MODIFICATION: 1.413 MODIFIED PREMIUM		11618
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		11618
DEDUCTIBLE CREDIT(9663)		10378
1.98% PA EMPL ASSESSMENT (0938)		230
TOTAL ESTIMATED PREMIUM		1470
DEPOSIT AMOUNT DUE		1470

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 187 OF MORE

005083

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: THE TRAVELERS INDEMNITY COMPANY

11347-TX

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

RATE BUREAU ID: 910372416

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 47 10				
FEIN 223169459 ENTITY CD 044				
AMERICAN WATER SERVICES INC				
NO BUSINESS LOCATION NONE, TX 78712				
WATERWORKS OPERATION & D	7520	137325	5.83	8006
CLERICAL OFFICE EMPLOYEES NOC	8810	115715	.39	451

TX MANUAL PREMIUM $ 13243

2.00% EMPL. LIAB. INCREASED LIMITS(9812)	$ 169
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	8626
PRELIMINARY EXP MOD: 1.46 MODIFIED PREMIUM	12594
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	12594
88.23% DEDUCTIBLE CREDIT (9864)	11112
TOTAL ESTIMATED PREMIUM	1482
DEPOSIT AMOUNT DUE	1482

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 188 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (B)**

POLICY NUMBER: (TC2JUB-121D320-6-07)

NJ TAX IDENTIFICATION NO.: 510063696000 RENEWAL OF (TC2NUB-121D320-6-06)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. **NCCI CO CODE:** 13579

INSURED:

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

PRODUCER:

MARSH USA-NYC
1166 AVENUE OF THE AMERICAS
NEW YORK NY 10036

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-07 to 01-01-08 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AL CA CT FL GA HI IA IL IN KY LA MD MI MO NC NJ NM NY OK PA TN TX VA

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1000000 Each Accident
Bodily Injury by Disease:	$	1000000 Policy Limit
Bodily Injury by Disease:	$	1000000 Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AR CO DC DE ID KS ME MN MS MT NE NH NV RI SC SD UT VT

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

See extension of info page.

DATE OF ISSUE: 01-26-07 LM
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026

005084

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (B)**

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 4941

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	8683089
PREMIUM DISCOUNT		NONE
0900-12 EXPENSE CONSTANT		280
FOREIGN TERRORISM / TRIA		INCLUDED
DEDUCTIBLE CREDIT		7652745
TOTAL ESTIMATED PREMIUM		1030624
TAXES AND SURCHARGES		303331
TOTAL ESTIMATED COST		1333955
		AMS BINDER BILLED # 221111

Minimum Premium: $1000 DEPOSIT PREMIUM: $1150

OTHER MINIMUMS ARE INDICATED ON THE APPLICABLE SCHEDULE(S)

DATE OF ISSUE: 01-26-07 LM
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026 COUNTERSIGNED-AGENT

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

INSURED'S NAME: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

13579-NJ

RATE BUREAU ID: 122528

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

ORG CODE 01 01

FEIN 231340234 ENTITY CD 002
NJ TAX IDENTIFICATION NO.: 231340234000
AMERICAN WATER WORKS
SERVICE COMPANY INC

1025 LAUREL OAK CORP CTR
VOORHEES, NJ 08042

1000 SAGEMORE DRIVE
SUITE 1010
MARLTON, NJ 08081

3100 NEW JERSEY AVENUE
WILDWOOD, NJ 08260

782 CANAL ROAD
SOMERSET, NJ 08873

55 REGENT STREET
LIVINGSTON, NJ 07039

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 1 OF MORE

005065

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
ORG CODE 01 01 (CONT'D)				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.26	

NJ MANUAL PREMIUM $ 2423867

3.30% EMPL. LIAB. INCREASED LIMITS	$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: .854 MODIFIED PREMIUM		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		NONE
DEDUCTIBLE CREDIT		NONE
FOREIGN TERRORISM / TRIA (9740)		NONE
6.31% 0935 NJ SECOND INJURY FUND SURCHARGE		NONE
TOTAL ESTIMATED PREMIUM		NONE
TOTAL ESTIMATED COST		NONE

DATE OF ISSUE: 01-26-07 LM

SCHEDULE NO: 2 OF MORE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

LISTING OF ENDORSEMENTS EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 B - 001	INFORMATION PAGE
WC 00 00 01 B - 001	INFORMATION PAGE 2
WC 00 00 01 B - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 99 06 49 00 - 001	EMPLOYERS LIABILITY LIMITS OF LIABILITY
WC 24 04 06 C - 001	MO EMPLOYER PAID MEDICAL ENDT
WC 29 06 01 A - 001	NJ LARGE RISK - LARGE DED ENDT
WC 99 06 E2 00 - 001	MISSOURI SPECIAL ENDORSEMENT
WC 99 06 E8 00 - 001	NY DEDUCTIBLE ENDORSEMENT
WC 99 06 E9 00 - 001	WC DEDUCTIBLE ENDT. - LARGE DEDUCTIBLE
WC 99 06 G4 00 - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT.
WC 99 06 48 A - 001	WC LARGE DEDUCTIBLE ENDORSEMENT
WC 99 06 79 A - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 00 01 01 A - 001	DEFENSE BASE ACT COV ENDT
WC 00 01 04 A - 001	FED EMPLOYERS LIABILITY ACT COV ENDT
WC 00 01 06 A - 001	LONGSHORE AND HARBOR WC ACT COVERAGE
WC 00 01 09 A - 001	OUTER CONTINENTAL SHELF LANDS ACT COV
WC 00 01 13 00 - 001	TERRORISM RISK INS EXTENSION ACT ENDT
WC 00 02 01 A - 001	MARITIME COVERAGE ENDORSEMENT
WC 00 02 03 00 - 001	VOLUNTARY COMPENSATION MARITIME COVERAGE
WC 00 03 03 C - 001	EMPLOYERS LIAB COVERAGE ENDT
WC 00 03 10 00 - 001	SOLE PROPRIETORS, PARTNERS, OFFICERS END
WC 00 03 11 A - 001	VOLUNTARY COMP AND EMPLOYERS LIAB COV
WC 00 03 11 00 - 001	VOL COMP AND EMP LIAB COV END
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 04 00 - 001	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 22 00 - 001	FOREIGN TERRORISM PREMIUM ENDT
WC 32 03 01 B - 001	NORTH CAROLINA AMENDED COVERAGE
WC 99 01 01 00 - 001	STATE WC COMP LAWS AND USL & H WC ACT
WC 99 03 A6 00 - 001	CA POLICY AMENDATORY ENDORSEMENT
WC 99 03 A9 00 - 001	LA FOREIGN REIMBURSEMENT ENDT
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D3 00 - 001	OH EMPLOYERS LIABILITY COVERAGE ENDT
WC 99 03 D4 A - 001	PUERTO RICO EMPLOYERS LIAB COV ENDT
WC 99 03 03 A - 001	FOREIGN REIMBURSEMENT ENDT.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005066

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 99 03 03 00 - 001	FOREIGN REIMBURSEMENT ENDORSEMENT
WC 99 03 97 00 - 001	WYOMING AMENDATORY ENDORSEMENT
WC 99 03 99 00 - 001	CA WORKERS' COMP NOTICE OF NON-RENEWAL
WC 99 04 01 00 - 001	EXPERIENCE MODIFICATION - PRELIMINARY
WC 99 06 F4 00 - 001	MANAGED CARE PROGRAM ENDORSEMENT
WC 99 06 F9 C - 001	WV EMPLOYERS LIAB COV ENDT
WC 99 06 10 A - 001	AMENDED CANCELLATION CONDITION ENDT.
WC 99 06 10 00 - 001	AMENDED CANCELLATION CONDITION
WC 99 06 11 00 - 001	NOTICE OF CANCELLATION
WC 99 06 36 A - 001	CANCELLATION AMENDMENT - WASHINGTON
WC 00 04 21 A - 001	DOMESTIC TERRORISM,EARTHQUAKES & I.A.
WC 99 03 E6 00 - 001	FEDERAL TRIA DISCLOSURE - NY
WC 99 06 G2 A - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 99 06 G5 00 - 001	WORKERS COMPENSATION DEDUCTIBLE ENDT
WC 99 06 G7 C - 001	FED TERRORISM RISK INS ACT DISCLOSURE
WC 99 06 H2 B - 001	WC DEDUCTIBLE ENDT
WC 00 04 04 00 - 001	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 04 01 01 A - 001	LONGSHORE & HARBOR WC ACT ENDT - CA
WC 04 03 04 01 - 001	SOLE PROPRIETOR COVERAGE ENDORSEMENT -CA
WC 04 03 05 00 - 001	VOL COMP & EMPLOYERS LIAB COV ENDT.
WC 04 03 06 01 - 001	WAIVER OF SUBROGATION
WC 04 03 17 00 - 001	ENDT AGRMNT LIMITING & RESTRICTING INS
WC 04 03 60 A - 001	CA-EMPLOYERS LIAB COV AMENDATORY ENDT
WC 04 04 07 00 - 001	PREMIUM ADJUSTMENT ENDORSEMENT - CA
WC 04 06 01 A - 001	CA CANCELATION ENDT
WC 06 03 01 00 - 001	CT APPLICATION OF WORKERS COMPENSATION
WC 06 03 03 B - 001	CT WC FUNDS COVERAGE ENDORSEMENT
WC 06 06 01 00 - 001	CT NONRENEWAL ENDORSEMENT
WC 09 03 03 00 - 001	FL EMPLRS LIAB COVERAGE ENDT
WC 09 04 01 00 - 001	FLORIDA CONTRACTING PREM ADJUST END
WC 09 04 02 00 - 001	FLORIDA EXPERIENCE RATING MODIFICATION
WC 09 06 06 00 - 001	FL EMPLOYMENT AND WAGE INFORMATION REL.
WC 10 06 01 A - 001	GA CANC NONRENEWAL AND CHG ENDT
WC 12 06 01 C - 001	ILLINOIS AMENDATORY ENDORSEMENT
WC 16 06 01 00 - 001	KY CANCELATION AND NONRENEWAL ENDT.
WC 17 06 01 D - 001	LOUISIANA AMENDATORY ENDORSEMENT
WC 17 06 02 A - 001	LA COST CONTAINMENT ACT ENDORSEMENT
WC 19 06 01 C - 001	MD CANCELLATION & NONRENEWAL ENDT
WC 21 03 03 A - 001	MICHIGAN NOTICE TO POLICYHOLDERS

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 21 03 04 00 - 001	MICHIGAN LAW ENDORSEMENT
WC 24 06 01 B - 001	MO CANCELATION AND NON-RENEWAL ENDT.
WC 24 06 02 B - 001	MO PROPERTY & CASUALTY GUARANTY ASSOC.
WC 24 06 04 00 - 001	MISSOURI AMENDATORY ENDORSMENT
WC 29 03 06 A - 001	NJ PART TWO EMPLOYERS LIABILITY ENDT.
WC 29 03 07 00 - 001	NJ SOLE PROPRIETORS AND PARTNERS
WC 29 04 10 00 - 001	NJ CONSTRUCTION CLASSIFICATION ENDT.
WC 30 03 01 00 - 001	NM SAFETY DEVICE COVERAGE ENDORSEMENT
WC 30 04 01 A - 001	NM WC PREM ADJ PROGRAM
WC 30 06 01 00 - 001	NM CANCELATION AND NONRENEWAL ENDT
WC 31 03 08 00 - 001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC 31 03 13 A - 001	NY SOLE PROPRIETORS AND PARTNERS ENDT
WC 31 03 19 C - 001	NY CONST. CLASS PREM ADJ PRGM ENDT
WC 35 04 05 00 - 001	OKLAHOMA LOSS COST AND RATE CHANGE
WC 35 06 01 E - 001	OK CANC NON RENEW AND CHNG ENDT
WC 35 06 03 00 - 001	OK FRAUD WARNING ENDT
WC 35 06 04 00 - 001	OK ELECTION OF COVERAGE NOTIFICATION
WC 37 06 01 00 - 001	SPECIAL PA ENDT -- INSPECTION OF MANUALS
WC 37 06 02 00 - 001	NOTICE INS CONSULTATION SERVICE EXEMPT.
WC 37 06 03 A - 001	PA ACT 86-1986 ENDORSEMENT
WC 37 06 04 00 - 001	PA EMPLOYER ASSESSMENT ENDORSEMENT
WC 41 04 02 00 - 001	TN PENDING LOSS COST & ASSIGN RISK RATE
WC 42 03 01 F - 001	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 A - 001	TX WAIVER OF OUR RIGHT TO RECOVER
WC 42 03 10 00 - 001	TEXAS SOLE PROPRIETORS,PARTNERS
WC 42 04 07 00 - 001	TX AUDIT PREMIUM & RETRO PREM ENDT
WC 45 06 02 00 - 001	VA AMENDATORY ENDT
WC 52 06 02 01 - 001	HI NOTIFICATION ENDT
WC 99 03 A8 A - 001	CARRIER INSOLVENCIES-ENDT TO LIMIT INS
WC 99 06 J1 00 - 001	TEXAS AMENDATORY ENDT
WC 99 06 46 00 - 001	ILLINOIS AMENDATORY ENDORSEMENT
WC 99 06 47 00 - 001	AMENDED CANCELLATION CONDITION ENDT
WC 17 03 03 00 - 001	LOUISIANA DUTY TO DEFEND

The Travelers Insurance Companies

(Each a Stock Insurance Company)

Hartford, Connecticut

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws.
10. bodily injury to a master or member of the crew of any vessel.
11. fines or penalties imposed for violation of federal or state law.
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgement as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below:

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgement.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX – CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.

Secretary

President

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 49 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

EMPLOYERS LIABILITY LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

1. The applicable limits of liability stated in Item 3.B.of the New Jersey Information Page WC 00 00 01 (B) and the limits of liability stated in the Countrywide Information Page WC 00 00 01 (A) of this policy refer to ONE AND THE SAME set of limits for Bodily Injury by Accident, Each Accident; Bodily Injury by Disease, Policy Limit; and Bodily Injury by Disease, Each Employee.
2. All other references to Part Two (Employers Liability Insurance) limits of liability within the policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005071

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 24 04 06 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed $1,000 excluded from your experience modification calculation. This will only be allowed when you pay all of the employee's medical costs, there is no lost time from the employment, other than the first three days or less of disability and no claim is filed. You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid "out-of-pocket" due to a particular injury should ever exceed $1,000 in the aggregate, and/or the employee misses more than three days from work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience modification calculation.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 06 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW JERSEY LARGE RISK - LARGE DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the insurance provided by:

   Part One (Workers Compensation Insurance)
   Part Two (Employers Liability Insurance) and
   Part Three (Other States Insurance)

2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under Part One, Part Two or Part Three of the policy, except as otherwise stated in this endorsement.

3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally, required, including allocated loss adjustment expense which arises out of any claim or suit we defend, where you elect to include such expense.

4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us in accordance with NJSA 34:15-83.

DEDUCTIBLE - EACH OCCURRENCE EACH CLAIM

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, including allocated loss adjustment expense if elected by you, for bodily injury to one or more employees as the result of any one accident or for disablement of one employee due to bodily injury by disease.

DEDUCTIBLE - POLICY AGGREGATE

6. The amount stated in the Schedule as aggregate is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense if elected by you, because of bodily injury by accident or bodily injury by disease for the policy period.

   (a) If we cancel the policy, the aggregate amount stated in the Schedule will be reduced to a pro rata amount based on the time this policy was in force.

   (b) If you cancel the policy as a result of your retiring from business, the aggregate deductible amount will be reduced to a pro rata amount based on the time this policy was in force.

   (c) If you cancel the policy for any reason other than retiring from business, the aggregate deductible amount will not be reduced.

   (d) If this policy is issued for a term of less than one year, the aggregate deductible amount will not be reduced.

EFFECT OF DEDUCTIBLE ON LIMITS OF LIABILITY

7. The applicable limits of liability as respects Part Two (Employers Liability Insurance) are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered by this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of loss adjustment expense, where such expense is elected by you, will not affect the limits of liability.

ALLOCATED LOSS ADJUSTMENT EXPENSE

8. Allocated loss adjustment expense, which is electable by you, means claims expenses directly allocated by us to a particular claim. Such expense shall not include cost of investigation or the salaries and traveling expenses of our employees other than those salaried employees who perform services which can be directly allocated to the handling of a particular claim.

RECOVERY FROM OTHERS

9. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount and

(b) Then the remainder, If any, will be applied to reduce the deductible amount reimbursable by you.

CANCELLATION

10. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy for nonpayment in accordance with the provisions of statue. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

SOLE REPRESENTATION

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement

(b) Obligations to receive premiums

(c) Giving or receiving notice of cancellation

YOUR DUTIES AND UNDERSTANDINGS

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

OTHER RIGHTS AND DUTIES

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you and

(b) Your duties if injury occurs.

ADDITIONAL CHARGES

14. The surcharges for the Second Injury Fund and Uninsured Employers Fund and the premium charge for the expense constant are not part of the Large Risk - Large Deductible Program but are Included in the total cost of the coverage provided by the policy to which this endorsement is attached.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 06 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

COVERAGE			DEDUCTIBLE AMOUNT BASIS
Bodily Injury By Accident	$	500,000	each accident
Bodily Injury By Disease	$	500,000	each employee
All Covered Bodily Injury	$	0	aggregate

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005073

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 E2 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MISSOURI SPECIAL ENDORSEMENT

As respects Missouri exposures:

NOTICE: THIS WORKERS COMPENSATION POLICY CONTAINS A DEDUCTIBLE OPTION, UNDER WHICH YOU, THE EMPLOYER, ARE REQUIRED TO REIMBURSE CERTAIN LOSSES. PLEASE READ THIS POLICY CAREFULLY AND UNDERSTAND ITS CONDITIONS THOROUGHLY PRIOR TO PURCHASING COVERAGE.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 E8 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible - Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. **"Allocated Loss Adjustment Expense"** (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

(a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/ Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

(a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

(b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered Claims.

(c) Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content.

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

   The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

   As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

   The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.
2. When a cancellation is due to non-payment of premiums, the cancellation shall not become effective until ten (10) days after a notice of cancellation is served on the employer and filed with the office of the Chairman.
3. When cancellation is due to any reason other than non-payment of premiums, the cancellation becomes effective thirty (30) days after the notice of cancellation is served on the employer and filed with the office of the Chairman.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
   (a) Our right and duty to defend any claim, proceeding or suit against you, and
   (b) Your duties if injury occurs.

L. New York State Assessments

The New York State Assessments are costs levied on insurers for the purpose of funding the following:

(a) Workers' Compensation Board
(b) Reopened Case Fund
(c) Special Disability Fund
(d) Interdepartmental Expenses
(e) Special Funds Conservation Committee

The cost of these assessments is set forth in the New York section of the Extension of Information Page – Schedule as a separate policyholder surcharge which is in addition to any of the policyholder charge referenced.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 E8 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____. It is based on: (option that applies is indicated by "X")
   a. ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
      But in no event less than $ _____ (dollar amount),
   b. ☐ Negotiated percentage of Standard Premium _____ (Percentage of standard premium)
      But in no event less than $ _____ (dollar amount),
   c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expense(s) (ALAE): (option that applies is indicated by "X")
   A. ☒ Included in the deductible – each accident limit and included in the aggregate amount; or
   B. ☐ Excluded from the deductible – each accident limit and _____ ("included in" or "excluded from") aggregate amount; and (option that applies is indicated by "X")
      i. ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
      ii. ☐ shared pro rata between you and us; or
      iii. ☐ fully paid by us in return for a flat charge payable by you
      flat charge: _____ (enter dollar amount);

   NOTE: EXCEPT FOR OPTION B.III. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.
4. Claims Handling and other associated expenses:
   A. Claim Handling is (options that apply are indicated by "X")
      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____;
      ii. ☒ reimbursed by you as a flat charge for each claim;
      flat charge per claim $ 110.00 CM, 1000.00 CB;
      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____;
   B. Charges other than claim handling are: (option that applies is indicated by "X")
      i. ☒ reimbursed by you at a rate of 0.2069 times exposure base of AUDITED PAYROLL per $100; or
      ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

005078

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 E8 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4338 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Declaration Page.

6. Maximum Loss Content (Applicable only if **2.c.** of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 9.5322 (enter rate) per $100 of audited payroll

      But in no event less than $ 23,266,116 (dollar amount),

   b. [ ] Negotiated percentage of standard premium _____ (Percentage of standard premium)

      But in no event less than $ _____ (dollar amount),

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2JUB-121D3206-07
TRJUB-121D3218-07
TC2JCAP-260T3298-07

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible — Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

"Allocated Loss Adjustment Expense" (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

1. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
2. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
   - Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
   - Expert medical or other testimony;
   - Autopsy;
   - Witnesses and summonses;
   - Copies of documents such as birth and death certificates and medical treatment records;
   - Arbitration fees;
   - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
   - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
   - Appeal bond costs and appeal filing fees.
3. Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
   - Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
   - Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
   - Preferred provider Network/ Organization expenses.
   - Medical fee review panel expenses.
4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.
3. Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content.

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed

in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
   (a) First, to any payments made by us in excess of the deductible amount; and
   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
   (a) Changes to this endorsement;
   (b) Obligations to receive premiums; or
   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
   (a) Our right and duty to defend any claim, proceeding or suit against you, and
   (b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 E9 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____. It is adjusted based on: (option that applies is indicated by "X")
   a. ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
      But in no event less than $ _____ (dollar amount).
   b. ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)
      But in no event less than $ _____ (dollar amount).
   c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE): (option that applies is indicated by "X")
   A. ☒ Included in the deductible – each accident limit and included in the aggregate amount; or
   B. ☐ Excluded from the deductible – each accident limit and _____ ("included in" or "excluded from") aggregate amount; and (option that applies is indicated by "X")
      i. ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
      ii. ☐ shared pro rata between you and us; or
      iii. ☐ fully paid by us in return for a flat charge payable by you
      flat charge: _____ (enter dollar amount).
4. Claims Handling and other associated expenses:
   A. Claim Handling is (options that apply are indicated by "X")
      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____;
      ii. ☒ reimbursed by you as a flat charge for each claim;
      flat charge per claim $ 110.00 CM, 1000.00 CB
      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____;
   B. Charges other than claim handling is: (option that applies is indicated by "X")
      i. ☒ reimbursed by you at a rate of 0.2069 times exposure base of AUDITED PAYROLL per $100; or
      ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4338 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Information Page.

6. Maximum Loss Content (Applicable only if **2.c.** of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 9.5322 (enter rate) per $100 of audited payroll

      But in no event less than $ 23,266,116 (dollar amount),

   b. [ ] Negotiated percentage of standard premium _____ (Percentage of standard premium)

      But in no event less than $ _____ (dollar amount),

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2JUB-121D3206-07
TRJUB-121D3218-07
TC2JCAP-260T3298-07

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G4 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required under the policy, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as stated in the Schedule. You will also reimburse us for Claim Handling Expenses as set forth in the Schedule.

B. Deductible — Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as stated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be included in the aggregate deductible limit depending upon the option selected by you, as stated in the Schedule.

   We will not reduce the aggregate deductible limit if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s), will not reduce, and is in addition to the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense or ALAE shall encompass the following costs which can be directly allocated to a particular claim:
   (1) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.
   (2) Court, Alternate Dispute Resolution and other specific items of expense such as:
      (a) Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency, or length of disability;
      (b) Expert medical or other testimony;
      (c) Autopsy;
      (d) Witnesses and summonses;
      (e) Copies of documents such as birth and death certificates, medical treatment records;
      (f) Arbitration fees;
      (g) Surveillance; and
      (h) Appeal bond costs and appeal filing fees.
   (3) Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:
      (a) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
      (b) Hospital and Other Treatment Utilization Reviews, including precertification/preadmission, concurrent or retrospective reviews.
      (c) Preferred Provider Network/Organization expenses
      (d) Medical Fee Review Panel expenses.
   (4) Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

   The following shall not be included as Allocated Loss Adjustment Expense(s):
      (1) Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expense.
      (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigations normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered claims.
      (3) Expenses which are defined as either an indemnity or medical loss.
2. If the option indicated on the schedule is for you to reimburse us for the total Allocated Loss Adjustment Expense with ALAE above the deductible limits being shared pro rata between you and us, your pro rata share of ALAE will be determined as follows:

(1) When ALAE is excluded from the deductible amount each accident and excluded from the aggregate deductible amount, we will calculate the ratio of the deductible amount each accident to the total loss. We will then multiply ALAE by that ratio to determine your pro rate share.

(2) When ALAE is excluded from the deductible amount each accident and included in the aggregate deductible amount, we will calculate the ratio of medical and indemnity loss within the aggregate deductible limit to the total medical and indemnity losses. We will then multiply ALAE by that ratio to determine your pro rata share.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation.

H. Sole Representation

1. The insured first named in Item 1. of the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injury by accident or bodily injury by disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G4 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible - Each Accident)
2. Aggregate Deductible Limit Option (option that applies indicated by "X")

   ☐ Negotiated rate of _____ (enter rate) Per $100 of audited payroll.

   But in no event less than $ _____ (dollar amount)

   ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)

   But in no event less than $ _____ (dollar amount)

   ☒ No Aggregate Deductible Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) (option that applies indicated by "X"):

   ☒ Included in the deductible each accident limit and included in the aggregate deductible amount; or

   ☐ Excluded from the deductible each accident limit and _____ ("included in" or "excluded from") aggregate deductible amount; and (option that applies indicated by "X")

   ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or

   ☐ reimbursed by you for total amount of expense; ALAE above the deductible limits will be shared pro pro rata between you and us; or

   ☐ reimbursed by you as a flat charge against the policy, flat charge: _____ (enter dollar amount)
4. Claims Handling Expenses other than ALAE are (option that applies indicated by "X"):

   ☐ reimbursed by you as a percentage of each loss;
   percentage charge: _____ ; or

   ☒ reimbursed by you as a charge for each claim;
   charge per claim $ 110.00 CM, 1000.00 CB ; or

   ☐ reimbursed by you as a flat charge against the policy;
   flat charge $ _____
5. ☒ At final premium audit, this policy will be billed at a rate of $ 0.4338 per $100 of audited payroll,

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005081

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 48 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible -- Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense (ALAE) encompasses the following costs which can be directly allocated to a particular claim:

(a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates, medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or cost for loss prevention and engineering personnel and fees or cost for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including precertification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/ Organization expenses.
- Medical Fee Review Panel expenses.

(d) Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular Claim which are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

(1) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expense.

(2) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease, or damage, including evaluation and settlement of covered Claims.

(3) Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content.

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of

payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the Schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per $100 of final audited payroll, or other exposure base specified on the Schedule of the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited Standard Premium.

The Maximum Loss Content charge is the charge which compensates us for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content.

If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
   (a) First, to any payments made by us in excess of the deductible amount; and
   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

I. Sole Representation

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
   (a) Changes to this endorsement;
   (b) Obligations to receive premiums; or
   (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
   (a) Our right and duty to defend any claim, proceeding or suit against you, and
   (b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 48 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____ . It is adjusted based on: (option that applies is indicated by "X")
   a. ☐ Negotiated rate of _____ per $100 of audited payroll
      (enter rate)
      But in no event less than $ _____.
      (dollar amount)
   b. ☐ Negotiated percentage of Standard Premium _____
      (Percentage of Standard Premium)
      But in no event less than $ _____.
      (dollar amount)
   c. ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE): (option that applies is indicated by "X")
   A. ☒ Included in the deductible – each accident limit and included in the aggregate amount; or
   B. ☐ Excluded from the deductible – each accident limit and _____ aggregate amount; and (option that applies is indicated by "X") ("included in" or "excluded from")
      i. ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
      ii. ☐ shared pro rata between you and us; or
      iii. ☐ fully paid by us in return for a flat charge payable by you
      flat charge: _____ ;
      (enter dollar amount)
4. Claims Handling and other associated expenses:
   A. Claim Handling is (options that apply are indicated by "X")
      i. ☐ reimbursed by you as a percentage charge for each loss;
      percentage charge: _____ ;
      ii. ☒ reimbursed by you as a flat charge for each claim;
      flat charge per claim $ 110.00 CM, 1000.00 CB ;
      iii. ☐ reimbursed by you as a flat charge against the policy;
      flat charge $ _____ .
   B. Charges other than Claim Handling are: (option that applies is indicated by "X")
      i. ☒ reimbursed by you at a rate of 0.2069 times exposure base of AUDITED PAYROLL per $100 ; or
      ii. ☐ reimbursed by you as a flat charge of _____ against the policy.

5. At final premium audit, this policy (option that applies is indicated by "X")

   a. [X] will be billed to you at a rate of $ 0.4338 per $100 of audited payroll; or

   b. [ ] will be billed to you using rates on Information Page.

6. Maximum Loss Content (Applicable only if **2.c.** of this schedule is selected) (option that applies is indicated by "X")

   a. [X] Negotiated rate of 9.5322 (enter rate) per $100 of audited payroll

      But in no event less than $ 23,266,116 (dollar amount).

   b. [ ] Negotiated percentage of Standard Premium _____ (Percentage of standard premium)

      But in no event less than $ _____ (dollar amount).

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

TC2JUB-121D3206-07
TRJUB-121D3218-07
TC2JCAP-260T3298-07

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 79 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the Workers' Compensation Insurance, Employers Liability Insurance and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not change the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount.

Deductible – Each Accident

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible depending upon the option selected by you.

Aggregate Deductible Limit

6 The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

(a) this endorsement is issued for a term of less than (1) year, or

(b) the policy or this endorsement is cancelled for any reason by you or by us before the end of the policy period.

Effect of Deductible on Limits of Liability

7. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered under this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of Allocated Loss Adjustment Expense(s), where such expense is elected by you, will not reduce, and is in addition to the limits of liability.

Allocated Loss Adjustment Expense

8. Allocated Loss Adjustment Expense shall encompass the following costs which can be directly allocated to a particular claim:

(1) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

(2) Court, Alternate Dispute Resolution and other specific items of expense, such as:

Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency, or length of disability;

Expert medical or other testimony;

Autopsy;

Witnesses, and summonses;

Copies of documents such as birth and death certificates, medical treatment records;

Arbitration fees;

Surveillance;

Appeal bond costs and appeal filing fees.

(3) Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose if controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

Hospital and Other Treatment Utilization Reviews, including precertification/preadmission, concurrent or retrospective reviews.

Preferred Provider Network/Organization expenses.

Medical Fee Review Panel expenses.

(4) Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

The following shall not be included as Allocated Loss Adjustment Expense(s):

(1) Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expense.

(2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigations normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including evaluation and settlement of covered claims.

(3) Expenses which are defined as either an indemnity or medical loss.

Recovery From Others

9. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount; and

(b) The remainder, if any, will be applied to reduce the deductible amount reimbursable by you.

Cancellation

10 If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement;

(b) Obligations to receive premiums; or

(c) Giving or receiving notice of cancellation.

Your duties and Understanding

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you, and

(b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 79 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $500,000 Each Accident
2. Aggregate Limit is (check one)

   ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll

   But in no event less than $_____ (dollar amount).

   ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium).

   But in no event less than $_____ (dollar amount).

   ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE):

   ☒ Included in the deductible limit and included in the aggregate amount; or

   ☐ Excluded from the deductible limit and _____ ("Included in" or "excluded from") aggregate amount; and

   ☐ Reimbursed by insured for total amount of expense regardless of deductible limit(s); or

   ☐ Reimbursed by insured for total amount of expense; ALAE above the deductible limits will be shared pro rata between insured and insurer; or

   ☐ Reimbursed fully by insurer in return for a flat charge

   flat charge:_____ (enter dollar amount); or
4. Claims Handling Expenses other than ALAE are:

   ☐ Reimbursed by the insured as a percentage charge for each loss;

   percentage charge: _____; or

   ☒ Reimbursed by the insured as a flat charge for each claim;

   flat charge per claim $110.00 CM, 1000.00 CB; or

   ☐ Reimbursed by the insured as a flat charge against the policy;
5. flat charge $_____.

At final premium audit, this policy

☒ will be billed at a rate of $0.4338 per $100 of audited payroll.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

DEFENSE BASE ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act (42 USC Sections 1651-1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Defense Base Act.

SCHEDULE

DESCRIPTION OF WORK

ALL OPERATIONS OF THE NAMED INSURED FOR WHICH DEFENSE BASE ACT COVERAGE IS REQUIRED, EXCEPT WORK CONDUCTED UNDER PUBLIC WORKS CONTRACT WITH THE U.S. ARMY CORPS OF ENGINEERS (USACE), THE DEPARTMENT OF STATE, OR THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID).

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005086

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 04 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. Limits of Liability of Part Two (Employers Liability Insurance) is replaced by the following.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A of the Information Page or in the Schedule.

   Bodily injury by disease does not include disease that results directly from bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in item 3.A of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 04 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

Schedule

1. **Limits of Liability**

Bodily Injury by Accident	$	1,000,000 each accident
Bodily Injury by Disease	$	1,000,000 aggregate

2. **State**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005087

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 06 (A)– 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AL	135.00
CT	25.00
FL	131.00
GA	66.00
HI	54.00
IA	114.00
IL	46.00
IN	72.00
KY	39.00
LA	130.00

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 06 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

STATE	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE PERCENTAGE
MD	63.00
MI	77.00
MO	66.00
NC	102.00
ND	76.00
NJ	50.00
NM	87.00
NY	111.20
OH	155.00
OK	69.00
PA	79.10
PR	155.00
TN	152.00
TX	83.00
VA	90.00
WA	101.00
WV	84.00
WY	161.00

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 09 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits. Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

SCHEDULE

Description and Location of Work

IF ANY

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 13 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

TERRORISM RISK INSURANCE EXTENSION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Extension Act of 2005.

Definitions

The definitions provided in this endorsement are based on the definitions in the Act and are intended to have the same meaning. If words or phrases not defined in this endorsement are defined in the Act., the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002 and any amendments resulting from the Terrorism Risk Insurance Extension Act of 2005.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured terrorism or war loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at United States missions or to certain air carriers or vessels.

"Insurer deductible" means:

a. For the period beginning on November 26, 2002 and ending on December 31, 2002, an amount equal to 1% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding November 26, 2002.

b. For the period beginning on January 1, 2003 and ending on December 31, 2003, an amount equal to 7% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2003.

c. For the period beginning on January 1, 2004 and ending on December 31, 2004, an amount equal to 10% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2004.

d. For the period beginning on January 1, 2005 and ending on December 31, 2005, an amount equal to 15% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2005.

e. For the period beginning on January 1, 2006 and ending on December 31, 2006, an amount equal to 17.5% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2006.

f. For the period beginning on January 1, 2007 and ending on December 31, 2007, an amount equal to 20% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2007.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 13 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

Limitation of Liability

The Act may limit our liability to you under this policy. If annual aggregate insured terrorism or war losses of all insurers exceed $100,000,000,000 during the applicable period provided in the Act, and if we have met our insurer deductible, the amount we will pay for insured terrorism or war losses under this policy will be limited by the Act, as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured terrorism or war losses would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States Government would pay 90% for Program Year 4 and 85% for Program Year 5 of our insured terrorism or war losses exceeding our insurer deductible.

2. The premium charged for the coverage this policy provides for insured terrorism or war losses is included in the amount shown in Item 4 of the Information Page or in the Schedule in the Foreign Terrorism Premium Endorsement. (WC 00 04 22), attached to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 01 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in item 2 of the Schedule.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease--aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

SCHEDULE

1. Description of work: ALL MARITIME WORK

2. Transportation, Wages, Maintenance and Cure Premium $ NOT APPLICABLE
3. Limits of Liability

Bodily Injury by Accident	$ 1,000,000	each accident
Bodily Injury by Disease	$ 1,000,000	aggregate

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in item 1 of the Schedule were subject to the workers compensation law shown in item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 02 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. **EMPLOYEES**

   Master and members of the crews of these vessels:

   ANY VESSEL

WORKERS COMPENSATION LAW

ST OF HIRE

2. **DESCRIPTION OF WORK:**

   ALL MARITIME WORK

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 03 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

SCHEDULE

States

ND WA WY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005092

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 10 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration on such persons.

SCHEDULE

PERSONS	STATE
SOLE PROPRIETOR:	
PARTNERS:	
OFFICERS:	
OTHERS: "ALL EXECUTIVE OFFICERS"	

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 11 (A) –

POLICY NUMBER: (TC2JUB-121D320-6-07)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits

of this Insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of employment shown in the Schedule were shown in Item 3.A. of the Information Page.

SCHEDULE

EMPLOYEES	STATE OF EMPLOYMENT	DESIGNATED WORKERS COMPENSATION LAW
ALL EMPLOYEES NOT SUBJECT TO THE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, EXCLUDING MASTERS OR MEMBERS OF THE CREW OF ANY VESSEL.	ANY STATE IN ITEM 3.A OR 3.C EXCEPT NJ AND WI.	STATE OF HIRE

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 11 (00) –

POLICY NUMBER: (TC2JUB-121D320-6-07)

VOLUNTARY COMPENSATION AND

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. HOW THIS INSURANCE APPLIES

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. WE WILL PAY

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. EXCLUSIONS

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. BEFORE WE PAY

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 11 (00) –

POLICY NUMBER: (TC2JUB-121D320-6-07)

E. RECOVERY FROM OTHERS

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this Insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. EMPLOYERS LIABILITY INSURANCE

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of employment shown in the Schedule were shown in Item 3.A of the Information Page.

SCHEDULE

1. EMPLOYEES	STATE OF EMPLOYMENT	DESIGNATED WORKERS COMPENSATION LAW
ALL EMPLOYEES NOT SUBJECT TO THE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, EXCLUDING MASTERS OR MEMBERS OF THE CREW OF ANY VESSEL.	ANY STATE IN ITEM 3.A. OR 3.C. EXCEPT NJ AND WI.	STATE OF HIRE

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (TC2JUB-121D320-6-07)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS

DESIGNATED ORGANIZATION:

AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005095

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 04 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

SCHEDULE

STATE

GA HI

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005096

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 14 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 22 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FOREIGN TERRORISM PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium for losses that may occur in the event of an act of foreign terrorism.

Your policy provides coverage for workers compensation losses caused by acts of foreign terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

For purposes of this endorsement, an "act of foreign terrorism" is defined as:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of foreign terrorism is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	**Rate per $100 of payroll**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned By _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005097

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 32 03 01 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancelation** Condition of the policy is replaced by this Condition:

D. Cancelation and Nonrenewal

1. You may cancel this policy.

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy.

(a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancelation and the reasons for cancelation by registered or certified mail, return receipt requested.

(b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

(1) Nonpayment of premium in accordance with the policy terms.

(2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.

(3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.

(4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

(5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.

(6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

(7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 5841-30.

(8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.

(9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.

(10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

(c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancelation stating the precise reason for cancelation. We must provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancelation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancelation is required to be

given by registered or certified mail, cancelation will not be effective unless and until that method is employed and completed. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancelation invalidates the cancelation only as to that other person's interest.

(d) Cancelation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancelation.

3. We may refuse to renew this policy.

(a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.

(b) If this policy is for a term of more than one year or for an indefinite term, we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.

(c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.

(d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.

4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.

5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.

6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancelation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 01 01 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

OPERATIONS INVOLVING BOTH STATE WORKERS COMPENSATION LAWS AND THE U. S. LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT

You agree to keep your payroll records split between the remuneration earned by your employees while working on the shore and the remuneration earned while working upon the Navigable Waters of the United States, including any dry dock.

Your operation shall be assigned to the proper classification and the rates that we apply for such Non-F classification will be increased, according to manual rule, by the following percentages:

STATE	PERCENTAGE	STATE	PERCENTAGE
AL	135.00	CA	25.00
CT	25.00	FL	131.00
GA	66.00	HI	54.00
IA	114.00	IL	46.00
IN	72.00	KY	39.00
LA	130.00	MD	63.00
MI	77.00	MO	66.00
NC	102.00	NM	76.00
NJ	50.00	OH	87.00
NY	111.20	PA	155.00
OK	69.00	TN	79.10
PR	155.00	VA	152.00
TX	83.00	WV	90.00
WA	101.00		84.00
WY	161.00		

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A6 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed-Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages-Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefore is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payments-Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars ($100).

   If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.
4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

   This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A6 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

Applicable to and forming part of Policy No. _____

Issued by the _____

To _____ of _____

Dated at _____ this _____ day of _____, 20____

Countersigned _____

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A9 (00) - 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT — LOUISIANA

This endorsement adds Foreign Reimbursement Insurance coverage to the policy.

A. How This Insurance Applies.

This insurance applies only to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a United States citizen or a resident of the United States and described in item 1 of the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work at a location described in item 2 of the Schedule, or occur while being transported to or from the United States or Canada in connection with such employment.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. Bodily injury includes endemic disease.

B. Exclusions

This insurance does not cover:

1. Any duty imposed by a workers compensation or occupational disease law, or any similar law;
2. Bodily injury which occurs within the United States of America, its territories or possessions, or Canada;
3. Bodily injury sustained by a master or member of the crew of any vessel;
4. Bodily injury intentionally caused or aggravated by you;
5. Fines or penalties.

C. Payment Conditions

We will reimburse you an amount equal to the compensation benefits that you would be required to pay to an employee who sustains a bodily injury to which this insurance applies.

Before we reimburse you, the person entitled to the benefits must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce our right to recover from others.

If the person entitled to the benefits fail to do these things, our obligation to you may be reduced commensurate with the prejudice suffered by your employee's failure to cooperate.

D. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefit we paid them.

E. Company Option

We may, at our option, pay on your behalf the benefits provided by this insurance.

F. Repatriation Expense

We agree to reimburse you for all reasonable expenses incurred in excess of normal transportation costs for repatriation of such employee (including the body of such employee if fatally injured) from the location of operations to the destination in the United States or Canada. The limit of our liability for such expense shall not exceed the Repatriation Expense amount stated in item 4 of the Schedule.

G. Part Two (Employers Liability Insurance)

The provisions of the policy applicable to Part Two (Employers Liability Insurance) are amended to apply to any injury to which Foreign Reimbursement Coverage applies, subject to the following additional provisions:

1. The limit of liability stated in item 3b of the Policy Information Page is replaced by the amount stated in item 4 of the Schedule as applicable to the Limit of Liability for Employers Liability Insurance;
2. If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, we shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case in which we elect not to investigate, settle or defend, you, under supervision from us, shall make or cause to be made such investigation and defenses as are reasonably necessary, and, subject to prior authorization by us, will effect to the extent possible such settlement or settlements as we and you deem prudent. We shall reimburse you for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements.

H. Limits of Liability

The limit of liability stated in item 4 of the Schedule is the total limit of our liability for all sums payable under Foreign Reimbursement Coverage.

The total limit of our liability because of bodily injury sustained by any one employee shall not exceed the lessor of:

1. The amount equal to the compensation and other benefits which would have been payable under the workers compensation law of the state designated in item 3 of the Schedule if such law had been applicable to such bodily injury, or
2. The amount designated in item 4 of the Schedule as applicable to "each employee".

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 A9 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

ITEM

1. DESIGNATED EMPLOYEES:

   ALL EMPLOYEES OF THE NAMED INSURED WHILE WORKING OVERSEAS

2. LOCATION AND DESCRIPTION OF OPERATIONS: (SEE BELOW FOR DESCRIPTION)* COUNTRY

   ANYWHERE IN THE WORLD

3. DESIGNATED WORKERS COMPENSATION LAW: STATE

   STATE OF HIRE

4. LIMITS OF LIABILITY:

EMPLOYERS LIABILITY COVERAGE		
BODILY INJURY BY ACCIDENT	$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$ 1,000,000	EACH EMPLOYEE
FOREIGN REIMBURSEMENT COVERAGE		
BODILY INJURY BY ACCIDENT	$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$ 1,000,000	EACH EMPLOYEE
REPATRIATION EXPENSE	$ 100,000	EACH EMPLOYEE

*DESCRIPTION OF OPERATIONS:

CLASSIFICATION OF OPERATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
EMPLOYEES WITH OVERSEAS RESPONSIBILITIES		$ IF ANY	INCLUDED	$

$ INCLUDED

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005101

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 C3 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PROVISIONS ENDORSEMENT STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 00 01 01 (A)-001	DEFENSE BASE ACT COV ENDT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX VA HI
WC 00 01 04 (A)-001	CW FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDOR
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MI MO NM NY NC OK TN VA HI
WC 00 01 06 (A)-001	LONGSHORE AND HARBOR WC ACT COV ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX VA HI
WC 00 01 09 (A)-001	OUTER CONTINENTAL SHELF LANDS ACT COVERAGE END
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX VA HI
WC 00 01 13 (00)-001	TERRORISM RISK INSURANCE EXTENSION ACT ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT GA IL IN IA KY LA MD MI MO NJ NM NY NC OK TN TX HI
WC 00 02 01 (A)-001	MARITIME COVERAGE END
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX VA HI
WC 00 02 03 (00)-001	VOLUNTARY COMPENSATION MARITIME COVERAGE END
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX VA HI
WC 00 03 03 (C)-001	CW EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX VA HI
WC 00 03 10 (00)-001	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MI MO NM NC OK TN TX VA HI
WC 00 03 11 (A)-001	VOLUNTARY COMP AND EMPLOYERS LIAB COV ENDT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MI MO NM NY NC OK PA TN VA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 00 03 11 (00)-001	VOL COMP AND EMP LIAB COV END
APPLIES TO STATE(S):	TX HI
WC 00 03 13 (00)-001	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
APPLIES TO STATE(S):	AL CT FL GA IL IN IA LA MD MI MO NM NY NC OK PA TN VA HI
WC 00 04 03 (00)-001	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
APPLIES TO STATE(S):	AL CT GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN VA HI
WC 00 04 04 (00)-001	PENDING RATE CHANGE ENDORSEMENT
APPLIES TO STATE(S):	FL MO HI
WC 00 04 04 (00)-001	PENDING RATE CHANGE ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IN IA KY LA MD MI MO NJ NY NC OK PA VA HI
WC 00 04 14 (00)-001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MO NM NY NC OK TN VA HI
WC 00 04 19 (00)-001	MULTI-STATE PREMIUM DUE DATE ENDORSEMENT
APPLIES TO STATE(S):	AL CT FL GA IL IN IA KY LA MD MO NJ NM NY NC OK PA TN VA HI
WC 00 04 21 (A)-001	DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC
APPLIES TO STATE(S):	AL CT GA IL IN IA KY LA MD NJ NY NC OK PA TN
WC 00 04 22 (00)-001	FOREIGN TERRORISM PREMIUM ENDT
APPLIES TO STATE(S):	AL CA CT GA IL IN IA KY LA MD MI MO NJ NM NY NC OK PA TN TX HI
WC 04 01 01 (A)-001	LONGSHOREMEN'S & HARBOR WKRS' COMP ACT COV END-CA
APPLIES TO STATE(S):	CA
WC 04 03 04 (01)-001	SOLE PROPRIETOR COVERAGE ENDORSEMENT - CALIFORNIA
APPLIES TO STATE(S):	CA
WC 04 03 05 (00)-001	VOL COMP & EMPLOYERS LIAB COV ENDORSEMENT-CA
APPLIES TO STATE(S):	CA
WC 04 03 06 (01)-001	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS - CA
APPLIES TO STATE(S):	CA
WC 04 03 17 (00)-001	CA ENDORSEMENT AGREEMENT LIMITING AND RESTRICG
APPLIES TO STATE(S):	CA
WC 04 03 60 (A)-001	CA EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDT
APPLIES TO STATE(S):	CA
WC 04 04 07 (00)-001	CA PREMIUM ADJUSTMENT ENDORSEMENT
APPLIES TO STATE(S):	CA
WC 04 06 01 (A)-001	CA CANCELATION ENDT
APPLIES TO STATE(S):	CA
WC 06 03 01 (00)-001	CT APPLICATION OF WORKERS COMPENSATION

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S):	CT
WC 06 03 03 (B)-001	CONNECTICUT WC FUNDS COVERAGE ENDT
APPLIES TO STATE(S):	CT
WC 06 06 01 (00)-001	CT NONRENEWAL ENDORSEMENT
APPLIES TO STATE(S):	CT
WC 09 03 03 (00)-001	FL EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	FL
WC 09 04 01 (00)-001	FLORIDA CONTRACTING PREM ADJUST END
APPLIES TO STATE(S):	FL
WC 09 04 02 (00)-001	FLORIDA EXPERIENCE RATING MODIFICATION FTR ENDT
APPLIES TO STATE(S):	FL
WC 09 06 06 (00)-001	FL EMPLOYMENT AND WAGE INFORMATION REL. ENDT.
APPLIES TO STATE(S):	FL
WC 10 06 01 (A)-001	GA CANC NONRENEWAL AND CHG ENDT
APPLIES TO STATE(S):	GA
WC 12 06 01 (C)-001	IL AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	IL
WC 16 06 01 (00)-001	KENTUCKY CANCELATION AND NONRENEWAL ENDT.
APPLIES TO STATE(S):	KY
WC 17 03 03 (00)-001	LA DUTY TO DEFEND ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 17 06 01 (D)-001	LOUISIANA AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 17 06 02 (A)-001	LA COST CONTAINMENT ACT ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 19 06 01 (C)-001	MARYLAND CANCELLATION AND NONRENEWAL ENDT
APPLIES TO STATE(S):	MD
WC 21 03 03 (A)-001	MI NOTICE TO POLICYHOLDER ENDORSEMENT
APPLIES TO STATE(S):	MI
WC 21 03 04 (00)-001	MICHIGAN LAW ENDORSEMENT
APPLIES TO STATE(S):	MI
WC 24 04 06 (C)-001	MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT
APPLIES TO STATE(S):	MO
WC 24 06 01 (B)-001	MO CANCELATION AND NONRENEWAL ENDT.
APPLIES TO STATE(S):	MO
WC 24 06 02 (B)-001	MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOC.
APPLIES TO STATE(S):	MO
WC 24 06 04 (00)-001	MO AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	MO
WC 29 03 06 (A)-001	NEW JERSEY PART TWO EMPLOYERS LIAB. ENDT.
APPLIES TO STATE(S):	NJ

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

WC 29 03 07 (00)-001	NJ SOLE PROPRIETORS AND PARTNERS COVERAGE ENDT
APPLIES TO STATE(S):	NJ
WC 29 04 10 (00)-001	NJ CONST CLASS PREM ADJ ENDT
APPLIES TO STATE(S):	NJ
WC 29 06 01 (A)-001	NJ LARGE RISK - LARGE DED ENDT
APPLIES TO STATE(S):	NJ
WC 30 03 01 (00)-001	NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	NM
WC 30 04 01 (A)-001	NM WC PREM ADJ PROGRAM
APPLIES TO STATE(S):	NM
WC 30 06 01 (00)-001	NM CANCELATION AND NONRENEWAL ENDT
APPLIES TO STATE(S):	NM
WC 31 03 08 (00)-001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
APPLIES TO STATE(S):	NY
WC 31 03 13 (A)-001	NY SOLE PROPRIETORS AND PARTNERS COVERAGE ENDT
APPLIES TO STATE(S):	NY
WC 31 03 19 (C)-001	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM
APPLIES TO STATE(S):	NY
WC 32 03 01 (B)-001	NC AMENDED COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	NC
WC 35 04 05 (00)-001	OK LOSS COST AND RATE CHANGE NOTICE ENDT.
APPLIES TO STATE(S):	OK
WC 35 06 01 (E)-001	OKLAHOMA CANCEL, NONRENEWAL AND CHANGE ENDT
APPLIES TO STATE(S):	OK
WC 35 06 03 (00)-001	OK FRAUD WARNING ENDT
APPLIES TO STATE(S):	OK
WC 35 06 04 (00)-001	OK ELECTION OF COVERAGE NOTIFICATION ENDT.
APPLIES TO STATE(S):	OK
WC 37 06 01 (00)-001	SPECIAL PA ENDORSEMENT -- INSPECTION OF MANUALS
APPLIES TO STATE(S):	PA
WC 37 06 02 (00)-001	NOTICE INS CONSULTATION SERVICE EXEMPTION ACT
APPLIES TO STATE(S):	PA
WC 37 06 03 (A)-001	PENNSYLVANIA ACT 86-1986 ENDORSEMENT
APPLIES TO STATE(S):	PA
WC 37 06 04 (00)-001	PA EMPLOYER ASSESSMENT ENDORSEMENT
APPLIES TO STATE(S):	PA
WC 41 04 02 (00)-001	TN PENDING LOSS COST AND ASSIGNED RISK RATE ENDT
APPLIES TO STATE(S):	TN
WC 42 03 01 (F)-001	TX AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	TX
WC 42 03 04 (A)-001	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S):	TX
WC 42 03 10 (00)-001	TX SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHER
APPLIES TO STATE(S):	TX
WC 42 04 07 (00)-001	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM
APPLIES TO STATE(S):	TX
WC 45 06 02 (00)-001	VA AMENDATORY ENDT
APPLIES TO STATE(S):	VA
WC 52 06 02 (01)-001	HI NOTIFICATION ENDORSEMENT
APPLIES TO STATE(S):	HI
WC 99 01 01 (00)-001	STATE WC COMP LAWS AND USL & H WC ACT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY LA MD MI MO NM NY NC OK PA TN TX VA HI
WC 99 03 A6 (00)-001	CA POLICY AMENDATORY ENDORSEMENT - CALIFORNIA
APPLIES TO STATE(S):	CA
WC 99 03 A8 (A)-001	CA Endorsement Agreement
APPLIES TO STATE(S):	CA
WC 99 03 A9 (00)-001	LA FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	LA
WC 99 03 C3 (00)-001	CA SPECIAL PROVISIONS ENDORSEMENT
APPLIES TO STATE(S):	CA
WC 99 03 D3 (00)-001	OHIO EMPLOYERS LIAB. COVERAGE ENDT
APPLIES TO STATE(S):	
WC 99 03 D4 (A)-001	PUERTO RICO EMPLOYERS LIABILITY COVERAGE ENDT
APPLIES TO STATE(S):	
WC 99 03 E6 (00)-001	NY FEDERAL TERRORISM RISK INSURANCE ACT
APPLIES TO STATE(S):	NY
WC 99 03 03 (A)-001	FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY MD MI MO NM NY OK TX VA HI
WC 99 03 03 (00)-001	FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT
APPLIES TO STATE(S):	TN
WC 99 03 97 (00)-001	WYOMING AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	
WC 99 03 99 (00)-001	CA NOTICE OF NON-RENEWAL
APPLIES TO STATE(S):	CA
WC 99 04 01 (00)-001	EXPERIENCE MODIFICATION - PRELIMINARY
APPLIES TO STATE(S):	AL CT GA IL IN IA KY LA MD MO NJ NM NY OK PA TN VA HI
WC 99 06 E2 (00)-001	MO SPECIAL ENDORSEMENT-LG DEDUCTIBLE
APPLIES TO STATE(S):	MO
WC 99 06 E8 (00)-001	NY WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S):	NY
WC 99 06 E9 (00)-001	PA WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	PA
WC 99 06 F4 (00)-001	MANAGED CARE PROGRAM ENDORSEMENT
APPLIES TO STATE(S):	CA CT KY OK
WC 99 06 F9 (C)-001	WV EMPLOYERS LIABILITY COVERAGE ENDT
APPLIES TO STATE(S):	
WC 99 06 G2 (A)-001	WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	FL
WC 99 06 G4 (00)-001	VA WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	VA
WC 99 06 G5 (00)-001	WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	MO
WC 99 06 G7 (C)-001	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
APPLIES TO STATE(S):	AL CA CT FL GA IL IN IA KY LA MD MI MO NM NY NC OK PA TN TX VA HI
WC 99 06 H2 (B)-001	OK WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	OK
WC 99 06 J1 (00)-001	TEXAS AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	TX
WC 99 06 10 (A)-001	AMENDED CANCELLATION CONDITION
APPLIES TO STATE(S):	AL CT GA IN MI NM HI
WC 99 06 10 (00)-001	AMENDED CANCELLATION CONDITION
APPLIES TO STATE(S):	IA KY LA NY OK PA TN VA
WC 99 06 11 (00)-001	NOTICE OF CANCELLATION
APPLIES TO STATE(S):	CA GA NJ PA HI
WC 99 06 36 (A)-001	CANCELLATION AMENDMENT - WASHINGTON
APPLIES TO STATE(S):	
WC 99 06 46 (00)-001	ILLINOIS AMENDATORY ENDORSEMENT
APPLIES TO STATE(S):	IL
WC 99 06 47 (00)-001	CW AMENDED CANCELLATION CONDITION ENDORSEMENT
APPLIES TO STATE(S):	AL CT IN MI NM HI
WC 99 06 48 (A)-001	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S):	AL CA CT GA IL IN IA KY LA MD MI NM NC TN
WC 99 06 49 (00)-001	NJ EMPLOYERS LIABILITY LIMITS OF LIABILITY ENDORSE
APPLIES TO STATE(S):	NJ
WC 99 06 79 (A)-001	WORKERS COMPENSATION LARGE DED. ENDORSEMENT
APPLIES TO STATE(S):	AL CT GA IL MD MI NC TN TX

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 D3 (00)– 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.

B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions 5. is removed and replaced with the following:

C. Exclusions

This insurance does not cover:

5. bodily injury directly intended by the insured;

Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions:

13. bodily injury to any member of a flying crew of any aircraft;

14. bodily injury to an employee when you are deprived by common law defense or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with the law.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 D4 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PUERTO RICO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Puerto Rico.

A. Part One (Workers Compensation Insurance) does not apply to work in Puerto Rico.

B. Part Two (Employers Liability Insurance) applies to work in Puerto Rico as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusion is changed by adding these exclusions:

13. bodily injury to an employee when you are deprived by common law defense or are subject to penalty because of your failure to secure your obligations under the workers compensation of Puerto Rico or otherwise fail to comply with the law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005105

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT

This endorsement adds Foreign Reimbursement Insurance coverage to the policy.

A. How This Insurance Applies.

This insurance applies only to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a United States citizen or a resident of the United States and described in item 1 of the Schedule.
2. he bodily injury must arise out of and in the course of employment necessary or incidental to work at a location described in item 2 of the Schedule, or occur while being transported to or from the United States or Canada in connection with such employment.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. Bodily injury includes endemic disease.

B. Exclusions

This insurance does not cover:

1. Any duty imposed by a workers compensation or occupational disease law, or any similar law;
2. Bodily injury which occurs within the United States of America, its territories or possessions, or Canada;
3. Bodily injury sustained by a master or member of the crew of any vessel;
4. Bodily injury intentionally caused or aggravated by you;
5. Fines or penalties

C. Payment Conditions

We will reimburse you an amount equal to the compensation benefits that you would be required to pay to an employee who sustains a bodily injury to which this insurance applies.

Before we reimburse you, the person entitled to the benefits must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce our right to recover from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse you ends at once. If they claim damages from you or from us for the injury or death, our duty to reimburse you ends at once.

D. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefit we paid them.

E. Company Option

We may, at our option, pay on your behalf the benefits provided by this insurance.

F. Repatriation Expense

We agree to reimburse you for all reasonable expenses incurred in excess of normal transportation costs for repatriation of such employee (including the body of such employee if fatally injured) from the location of operations to the destination in the United States or Canada. The limit of our liability for such expense shall not exceed the Repatriation Expense amount stated in item 4 of the Schedule.

G. Part Two (Employers Liability Insurance)

The provisions of the policy applicable to Part Two (Employers Liability Insurance) are amended to apply to any injury to which Foreign Reimbursement Coverage applies, subject to the following additional provisions:

1. The limit of liability stated in item 3b of the Policy Information Page is replaced by the amount stated in item 4 of the Schedule as applicable to the Limit of Liability for Employers Liability Insurance;
2. If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, we shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case in which we elect not to investigate, settle or defend, you, under supervision from us, shall make or cause to be made such investigation and defenses as are reasonably necessary, and, subject to prior authorization by us, will effect to the extent possible such settlement or settlements as we and you deem prudent. We shall reimburse you for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements

H. Limits of Liability

The limit of liability stated in item 4 of the Schedule is the total limit of our liability for all sums payable under Foreign Reimbursement Coverage

The total limit of our liability because of bodily injury sustained by any one employee shall not exceed the lesser of:

1. The amount equal to the compensation and other benefits which would have been payable under the workers compensation law of the state designated in item 3 of the Schedule if such law had been applicable to such bodily injury, or
2. The amount designated in item 4 of the Schedule as applicable to "each employee."

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

ITEM

1. DESIGNATED EMPLOYEES:

   ALL EMPLOYEES OF THE NAMED INSURED
   WHILE WORKING OVERSEAS

2. LOCATION AND DESCRIPTION OF OPERATIONS:

   ANYWHERE IN THE WORLD

   (SEE BELOW FOR DESCRIPTION)* COUNTRY

3. DESIGNATED WORKERS COMPENSATION LAW: STATE

   STATE OF HIRE

4. LIMITS OF LIABILITY:

EMPLOYERS LIABILITY COVERAGE		
BODILY INJURY BY ACCIDENT	$1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$1,000,000	EACH EMPLOYEE
FOREIGN REIMBURSEMENT COVERAGE		
BODILY INJURY BY ACCIDENT	$1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$1,000,000	EACH EMPLOYEE
REPATRIATION EXPENSE	$ 100,000	EACH EMPLOYEE

*DESCRIPTION OF OPERATIONS:

CLASSIFICATION OF OPERATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
EMPLOYEES WITH OVERSEAS RESPONSIBILITIES		$ IF ANY	INCLUDED	$

TOTAL ESTIMATED ANNUAL PREMIUM: $ INCLUDED

DATE OF ISSUE: 01-26-07

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FOREIGN REIMBURSEMENT COVERAGE ENDORSEMENT

This endorsement adds Foreign Reimbursement Insurance coverage to the policy.

A. How This Insurance Applies.

This insurance applies only to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a United States citizen and described in item 1 of the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work at a location described in item 2 of the Schedule, or occur while being transported to or from the United States or Canada in connection with such employment.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. Bodily injury includes endemic disease.

B. Exclusions

This insurance does not cover:

1. Any duty imposed by a workers compensation or occupational disease law, or any similar law;
2. bodily injury which occurs within the United States of America, its territories or possessions, or Canada.
3. bodily injury sustained by a master or member of the crew of any vessel;
4. bodily injury intentionally caused or aggravated by you;
5. fines or penalties.

C. Payment Conditions

We will reimburse you an amount equal to the compensation benefits that you would be required to pay to an employee who sustains a bodily injury to which this insurance applies.

Before we reimburse you, the person entitled to the benefits must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce our right to recover from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse you ends at once. If they claim damages from you or from us for the injury or death, our duty to reimburse you ends at once.

D. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefit we paid them.

E. Company Option

We may, at our option, pay on your behalf the benefits provided by this insurance.

F. Repatriation Expense

We agree to reimburse you for all reasonable expenses incurred in excess of normal transportation costs for repatriation of such employee (including the body of such employee if fatally injured) from the location of operations to the destination in the United States or Canada. The limit of our liability for such expense shall not exceed the Repatriation Expense amount stated in item 4 of the Schedule.

G. Part Two (Employers Liability Insurance)

The provisions of the policy applicable to Part Two (Employers Liability Insurance) are amended to apply to any injury to which Foreign Reimbursement Coverage applies, subject to the following additional provisions:

1. The limit of liability stated in item 3b of the Policy Information Page is replaced by the amount stated in item 4 of the Schedule as applicable to the Limit of Liability for Employers Liability Insurance;
2. If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, we shall have the right, but not the duty, to investigate and settle such claims and defend such suits. In any case in which we elect not to investigate, settle or defend, you, under supervision from us, shall make or cause to be made such investigation and defenses as are reasonably necessary, and, subject to prior authorization by us, will effect to the extent possible such settlement or settlements as we and you deem prudent. We shall reimburse you for the reasonable cost of such investigation and defense and, within the applicable limit of liability of the policy, for the amounts of such authorized settlements.

H. Limits of Liability

The limit of liability stated in item 4 of the Schedule is the total limit of our liability for all sums payable under Foreign Reimbursement Coverage.

The total limit of our liability because of bodily injury sustained by any one employee shall not exceed the lessor of:

1. The amount equal to the compensation and other benefits which would have been payable under the workers compensation law of the state designated in item 3 of the Schedule if such law had been applicable to such bodily injury, or
2. The amount designated in item 4 of the Schedule as applicable to "each employee".

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

ITEM

1. DESIGNATED EMPLOYEES:
   ALL EMPLOYEES OF THE NAMED INSURED WHILE WORKING OVERSEAS

2. LOCATION AND DESCRIPTION OF OPERATIONS: (SEE BELOW FOR DESCRIPTION)*
   ANYWHERE IN THE WORLD
   OPERATIONS:

3. DESIGNATED WORKERS COMPENSATION LAW: STATE OF HIRE
   COUNTRY
   STATE

4. LIMITS OF LIABILITY:

EMPLOYERS LIABILITY COVERAGE	$ 1,000,000	POLICY LIMIT
FOREIGN REIMBURSEMENT COVERAGE	$ 1,000,000 $	EACH EMPLOYEE AGGREGATE
REPATRIATION EXPENSE	$ 100,000	EACH EMPLOYEE

*DESCRIPTION OF OPERATIONS:

CLASSIFICATION OF OPERATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
EMPLOYEES WITH OVERSEAS RESPONSIBILITES		IF ANY	INCLUDED	$

EMPLOYERS - LIABILITY - %
INCREASED LIMITS (IF ANY)

INCREASED LIMIT PREMIUM

TOTAL $

FOREIGN REIMBURSEMENT-CHARGE
(MULTIPLY BY .25)

REPATRIATION EXPENSE-
INCREASE LIMITS (IF ANY)

ESTIMATED ANNUAL STANDARD PREMIUM $

5. MINIMUM PREMIUM:

TOTAL ESTIMATED ANNUAL PREMIUM $ INCLUDED

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005108

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 97 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WYOMING AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the Employers Liability Coverage Endorsement for work in the state of Wyoming.

Part One (Workers Compensation Insurance) does not apply to work in Wyoming.

PART TWO – EMPLOYERS LIABILITY INSURANCE

D. **We Will Defend** is amended by addition of the following:

The tender of policy limits before judgment or settlement does not relieve us of the duty to defend.

PART SIX – CONDITIONS

D. **Cancelation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. If the policy has been in effect for 60 days or more, or is a renewal of a previously existing policy for a term longer than 60 days, we may cancel only for one of the following reasons:
   a. Failure to pay premium when due.
   b. The policy was issued because of a material misrepresentation of fact.
   c. There is a substantial change in the risk assumed, except to the extent that we should have reasonably foreseen or contemplated the change at the time that the policy was written.
   d. There is a substantial breach of contractual duties, conditions or warranties.
3. We will deliver to you and your agent, or mail to you and your agent written notice of cancelation at your last known address. Proof of mailing shall be sufficient proof of notice.
4. If we cancel because you do not pay all premium when due, we will mail the notice of cancelation at least 10 days before the cancelation is to take effect. If we cancel for any other reason, except a material misrepresentation of fact, we will mail the notice of cancelation not less than 45 days before the cancelation is to take effect. Our notice will state the reasons for cancelation.

Nonrenewal

We may elect not to renew the policy. We will deliver to you and your agent, or mail to you and your agent, written notice at your last known address, not less than 45 days prior to the expiration of anniversary date of the policy. Our notice of nonrenewal will state the reasons for nonrenewal.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 99 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CALIFORNIA WORKERS' COMPENSATION NOTICE OF NON-RENEWAL

Section 11664 of the California Insurance Code which becomes operative November 30, 1994 requires us in most instances to provide you with a notice of non-renewal. Except as specified in paragraphs 1 through 6 below, if we elect to non-renew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the non-renewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of non-renewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you at least 30 days, but not more than 120 days, prior to the end of the policy period to renew the policy at a changed premium rate.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 04 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

EXPERIENCE MODIFICATION – PRELIMINARY

We agree that the experience modification shown in this policy is preliminary. When all applicable pending state rate filings have been approved, the experience modification, shall be adjusted and when approved by the rating authorities having jurisdiction, the approved experience modification will be added to your policy by endorsement.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 F4(00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MANAGED CARE PROGRAM ENDORSEMENT

This endorsement applies only to the insurance provided by this policy for the states listed in the schedule below.

This endorsement provides for the payment of benefits under the Workers' Compensation law for medical services and health care to injured workers for compensable injuries and diseases by means of a MANAGED CARE PROGRAM which meets the requirements established by the state. Managed Care Programs are approved on a county by county basis in most states. As an employer you have a responsibility to your employees to comply with the requirements of each county as applicable.

SCHEDULE

Item #1 (STATES)

CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005110

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 F9 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WEST VIRGINIA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in West Virginia.

A. Part One (Workers Compensation Insurance) does not apply to work in West Virginia.

B. Part Two (Employers Liability Insurance) applies to work in West Virginia as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

13. bodily injury to an employee when you are deprived by common law defense or are subject to penalty because of your failure to secure your obligations under the workers compensation law of West Virginia or otherwise fail to comply with the law.

14. bodily injury for which you are liable under West Virginia Code, Section 23-4-2(d)(2)(i);

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise states.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company

Countersigned By _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel or nonrenew this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

90

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005111

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

90

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 11 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall be effective until written notice in accordance with item 2 of the Schedule has been mailed to you. Mailing notice to you at the mailing address shown in item 1 of the Schedule shall be sufficient to prove notice.

SCHEDULE

1. NAME

   ADDRESS

2. NUMBER OF DAYS WRITTEN NOTICE: 90

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005112

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 36 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CANCELLATION AMENDMENT—WASHINGTON

This policy shall not be cancelled by the Company until at least forty-five days prior to the effective date of such cancellation a written notice is actually delivered or mailed to you or your representative. Cancellation of the policy for nonpayment of premium will however, only require a ten day written notice be sent prior to the effective date of cancellation.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 21 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC INDUSTRIAL ACCIDENTS PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of domestic terrorism, earthquakes, and/or a catastrophic industrial accident.

The premium charge provides funding for the risk of earthquakes, catastrophic industrial accidents, and certain acts of domestic terrorism. It does not provide funding for acts of terrorism certified as such by the Terrorism Risk Insurance Act of 2002 and any amendments resulting from the Terrorism Risk Insurance Extension Act of 2005 (the Act) or acts of foreign terrorism as that term is defined in the Foreign Terrorism Premium Endorsement (WC 00 04 22), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Domestic terrorism: All acts of terrorism outside the scope of the Act or the Foreign Terrorism Premium Endorsement (WC 00 04 22), with aggregate workers compensation losses in excess of $50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity where aggregate workers compensation losses from the single event are in excess of $50 million.

Catastrophic Industrial Accident: Any single event resulting in aggregate workers compensation losses in excess of $50 million.

Schedule

States	Rate Per $100 Of Remuneration	States	Rate Per $100 Of Remuneration

SEE INFORMATION PAGE SCHEDULE FOR PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005113

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 E6 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE — NEW YORK CHANGES

This endorsement modifies insurance provided under your Workers Compensation Policy.

The final two (2) paragraphs of WC 99 06 G7, WC 99 06 G8, and WC 99 06 G9 are replaced by the following:

The charge for the terrorism coverage referenced in the Federal Terrorism Risk Insurance Act Endorsement attached to the Policy does not apply to your New York exposure. The rate used to develop your premium for your New York exposure is 0.034 per $100 of New York remuneration, subject to a Large Risk Alternative Rating Option adjustment that results in a charge of 4 % of your New York Workers Compensation Premium. This charge is included in the premium indicated in your policy. Deductible and guaranteed cost policies (if any) will be subject to any applicable adjustments or audits. For retrospective policies (if any), the charge will be a flat charge which is charged at policy inception, not subject to any retrospective premium adjustments or audits.

This endorsement changes the policy and is effective on the date issued unless otherwise stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G2 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required under the policy, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as stated in the Schedule. You will also reimburse us for Claim Handling Expenses as set forth in the Schedule.

B. Deductible - Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as stated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be included in the aggregate deductible limit depending upon the option selected by you, as stated in the Schedule.

   We will not reduce the aggregate deductible limit if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s), will not reduce, and is in addition to the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates, medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/Organization expenses
- Medical fee review panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.
3. Expenses which are defined as either an indemnity or medical loss.

2. If the option indicated on the schedule is for you to reimburse us for the total Allocated Loss Adjustment Expense with ALAE above the deductible limits being shared pro rata between you and us, your pro rata share of ALAE will be determined as follows:

(1) When ALAE is excluded from the deductible amount each accident and excluded from the aggregate deductible amount, we will calculate the ratio of the deductible amount each accident to the total loss. We will then multiply ALAE by that ratio to determine your pro rata share.

(2) When ALAE is excluded from the deductible amount each accident and included in the aggregate deductible amount, we will calculate the ratio of medical and indemnity loss within the aggregate deductible limit to the total medical and indemnity losses. We will then multiply ALAE by that ratio to determine your pro rata share.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation.

H. Sole Representation

1. The insured first named in Item 1. of the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injury by accident or bodily injury by disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G2 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible -- Each Accident).
2. Aggregate Deductible Limit Option (option that applies is indicated by "X")
   - ☐ Amount $_____
   - ☒ No Aggregate Deductible Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) (option that applies is indicated by "X")
   - ☒ Included in the deductible each accident limit and included in the aggregate amount; or
   - ☐ Excluded from the deductible each accident limit and _____ aggregate deductible amount; and (option that applies is indicated by "X") ("included in" or "excluded from")
     - ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or
     - ☐ reimbursed by you for total amount of expense; ALAE above the deductible limits will be shared pro rata between you and us; or
     - ☐ reimbursed by you as a flat charge against the policy, flat charge: _____ ; (enter dollar amount)
4. Claims Handling Expenses other than ALAE are (option that applies indicated by "X"):
   - ☐ reimbursed by you as a percentage charge for each loss; percentage charge: _____ ; or
   - ☒ reimbursed by you as a charge for each claim; charge per claim $ 110.00 CM, 1000.00 CB ; or
   - ☐ reimbursed by you as a flat charge against the policy; flat charge $ _____ .

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G5 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount.

Deductible — Each Accident

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible depending upon the option selected by you, as indicated in the Schedule.

Aggregate Deductible Limit

6. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

   The aggregate will not be reduced if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

Effect of Deductible on Limits of Liability

7. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered under this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed as stated in the Schedule.

Allocated Loss Adjustment Expense

8. "Allocated Loss Adjustment Expense" (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

   (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

i. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

ii. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

iii. Expenses which are defined as either an indemnity or medical loss.

Recovery From Others

9. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount; and

(b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

POLICY NUMBER: (TC2JUB-121D320-6-07)

Cancellation

10. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement;

(b) Obligations to receive premiums; or

(c) Giving or receiving notice of cancellation.

Your Duties and Understanding

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

(a) Our right and duty to defend any claim, proceeding or suit against you, and

(b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G5 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is (check one)
   - ☐ Negotiated rate of _____ (enter rate) per $100 of audited payroll
     But in no event less than $ _____ (dollar amount).
   - ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)
     But in no event less than $ _____ (dollar amount).
   - ☒ No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE):
   - ☒ Included in the deductible limit and included in the aggregate amount; or
   - ☐ Excluded from the deductible limit and _____ ("included in" or "excluded from") aggregate amount; and
     - ☐ reimbursed by insured for total amount of expense regardless of deductible limit(s); or
     - ☐ reimbursed by insured for total amount of expense; ALAE above the deductible limits will be shared pro rata between insured and insurer; or
     - ☐ reimbursed fully by insurer in return for a flat charge
       flat charge: _____ (enter dollar amount).
4. Claims Handling Expenses other than ALAE are:
   - ☐ reimbursed by the insured as a percentage charge for each loss;
     percentage charge: _____ ; or
   - ☒ reimbursed by the insured as a flat charge for each claim;
     flat charge per claim $ 110.00CM 1000.00CB ; or
   - ☐ reimbursed by the insured as a flat charge against the policy;
     flat charge $ _____.
5. At final premium audit, this policy
   - ☒ will be billed at a rate of $ 0.4338 per $100 of audited payroll; or
   - ☐ will be billed using rates on Declaration Page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 G7 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies only to your Workers Compensation Benefit obligations stemming from Acts of Terrorism, as dictated by federal law.

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a program under which the Federal Government will partially reimburse *"Insured Losses"* caused by certain *"Acts of Terrorism"* (each as defined in the Act).

The Federal Government's share of compensation for *Insured Losses* in each year up to and including calendar year 2006 is 90% of the amount of *Insured Losses* in excess of each *Insurer's* statutorily established deductible for that year, subject to the *"Program Trigger"* (as defined in the Act). For calendar year 2007 the Federal Government's share is 85% of the amount of *Insured Losses* in excess of each *Insurer's* deductible, subject to the *Program Trigger*. In no event, however, will the Federal Government or any *Insurer* be required to pay any portion of the amount of aggregate *Insured Losses* occurring in any one year that exceeds $100,000,000,000, provided that such *Insurer* has met its deductible. The charge for this exposure is included in the premium indicated in your policy. The charge that has been included for this coverage is:

Exposures in states other than Florida: 4% of your total Workers Compensation premium. Deductible and guaranteed cost policies (if any) will be subject to any applicable adjustments or audits. For retrospective policies (if any), the charge will be a flat charge which is charged at policy inception, not subject to any retrospective premium adjustments or audits.

Exposures in Florida: The rate used to develop your premium is 0.03 per $100 of state remuneration.

The foregoing amounts do not include any charges for the portion of losses covered by the federal govenment under the Act.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005118

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 H2 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required under the policy, including Allocated Loss Adjustment Expense(s), where you have elected to include such expense as stated in the Schedule. You will also reimburse us for Claim Handling Expenses as set forth in the Schedule.

B. Deductible - Each Accident

1. The deductible amount - each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as stated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the aggregate deductible limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be included in the aggregate deductible limit depending upon the option selected by you, as stated in the Schedule.

   We will not reduce the aggregate deductible limit if:

   (a) this endorsement is issued for a term of less than (1) year, or

   (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s), will not reduce, and is in addition to the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. Allocated Loss Adjustment Expense (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

b. Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred Provider Network/Organization expenses
- Medical Fee Review Panel expenses.

d. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

e. Supplementary Payments, as defined in those policies listed in the Exhibits which have a Supplementary Payments provision except for salaries, overhead and traveling expenses of carrier employees who are not doing activities previously listed as allocated expenses.

f. Defense Costs, as defined in those policies listed in the Policy Exhibit which have a Defense Cost provision, except for salaries, overhead and traveling expense of carrier employees who are not doing activities previously listed as allocated expenses.

The following shall not be included as "Allocated Loss Adjustment Expense":

1. Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expense.
2. Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters) for developing and investigating a

Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

3. Expenses which are defined as either an indemnity or medical loss.

2. If the option indicated on the schedule is for you to reimburse us for the total Allocated Loss Adjustment Expense with ALAE above the deductible limits being shared pro rata between you and us, your pro rata share of ALAE will be determined as follows:

   (1) When ALAE is excluded from the deductible amount each accident and excluded from the aggregate deductible amount, we will calculate the ratio of the deductible amount each accident to the total loss. We will then multiply ALAE by that ratio to determine your pro rate share.

   (2) When ALAE is excluded from the deductible amount each accident and included in the aggregate deductible amount, we will calculate the ratio of medical and indemnity loss within the aggregate deductible limit to the total medical and indemnity losses. We will then multiply ALAE by that ratio to determine your pro rata share.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

   (a) First, to any payments made by us in excess of the deductible amount; and

   (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this endorsement in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation.

H. Sole Representation

1. The insured first named in Item 1. of the Information Page will act on behalf of all the named insureds with respect to:

   (a) Changes to this endorsement;

   (b) Obligations to receive premiums; or

   (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injury by accident or bodily injury by disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

   (a) Our right and duty to defend any claim, proceeding or suit against you, and

   (b) Your duties if injury occurs.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 H2 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SCHEDULE

1. Deductible Amount $ 500,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Deductible Limit Option (option that applies is indicated by "X")

   ☐ Negotiated rate of _____ (enter rate) Per $100 of audited payroll

   But in no event less than $ _____ (dollar amount),

   ☐ Negotiated percentage of standard premium _____ (Percentage of standard premium)

   But in no event less than $ _____ (dollar amount).

   ☒ No Aggregate Deductible Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) (option that applies is indicated by "X")

   ☒ Included in the deductible each accident limit and included in the aggregate amount; or

   ☐ Excluded from the deductible each accident limit and _____ ("included in" or "excluded from") aggregate deductible amount; and (option that applies is indicated by "X")

   ☐ reimbursed by you for total amount of expense regardless of deductible limit(s); or

   ☐ reimbursed by you for total amount of expense; ALAE above the deductible limits will be shared pro rata between you and us; or

   ☐ reimbursed by you as a flat charge against the policy, flat charge: _____ (enter dollar amount);
4. Claims Handling Expenses other than ALAE are (option that applies indicated by "X"):

   ☐ reimbursed by you as a percentage charge for each loss;
   percentage charge: _____ ; or

   ☒ reimbursed by you as a charge for each claim;
   charge per claim $ 110.00 CM, 1000.00 CB ; or

   ☐ reimbursed by you as a flat charge against the policy;
   flat charge $ _____.
5. At final premium audit, this policy will be billed at a rate of $ 0.4338 per $100 of audited payroll.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

TRAVELERS

Florida
Workers' Compensation
Managed Care Arrangement

Inside:

- Employer/Employee Implementation Guides
- Program Explanation for Employees
- Employee Questions and Answers
- Employee Satisfaction Survey
- Employee Rights & Responsibilities and Grievance Policy
- Acknowledgment Form

Employee Rights & Responsibilities and the Grievance Policy and Grievance form are to be shared with each employee. The other informative materials can be used at your discretion.

Florida Workers' Compensation
Managed Care Arrangement

Dear Employer:

Thank you for taking an active role in helping manage your workers' compensation exposures. The enclosed kit of information is designed to give you basic knowledge of your Workers' Compensation Managed Care Arrangement ("WC/MCA"). Your Carrier/Claim Administrator has contracted with The **First Health®** Network ("Network") of medical providers to provide quality medical care.

The WC/MCA encourages you to direct your Employee to choose a Primary Care Provider ("PCP") participating in the Network. By taking an active role in ensuring the use of the WC/MCA, you may be able to expedite medical recovery for your injured employees and reduce lost time days.

The enclosed materials will help you make effective use of the WC/MCA. The Network Directory is an important part of this managed care arrangement.

You should:

1. Determine if PCPs are available near your work-site by reviewing the Directory.
2. Circle or highlight nearby PCPs. Doing so in advance will make it quick and easy to refer the Employee should a work-site injury occur.
3. Direct the Employee to choose a PCP from the Directory when a work-related injury occurs.
4. Complete a copy of the Request for Medical Treatment form enclosed in this kit, and give it to the injured Employee to take with him/her to the PCP.
5. Please provide items 5-10 listed below to ALL employees.

Providers within Network are experienced in Workers' Compensation, and have contractually agreed to comply with Florida Workers' Compensation Law. It is in everyone's best interest to return your Employee to the job as soon as it is medically appropriate. The availability of modified and/or transitional duty programs at the work-site is key to this approach.

We have enclosed all of the following materials for your use:

1. What To Do When An Employee Reports An Injury
2. How To Use The Network Directory
3. The Network PCP and Hospital Directories
4. Request For Medical Treatment Form
5. Sample Letter To The Employee
6. Questions and Answers for Employees
7. Employees Rights & Responsibilities
8. Employee Grievance Procedure
9. Employee Satisfaction Survey
10. Program Explanation Document

If you have any questions on the enclosed materials, please do not hesitate to call me at 1-800-448-0798.

Your active role can mean better control of your Workers' Compensation costs.

Sincerely,

Enclosures

005121

WHAT TO DO WHEN AN EMPLOYEE REPORTS AN INJURY

When emergency medical attention is required, send the injured employee to the nearest medical facility and contact the telephone reporting center at 1-800-832-7839 to report the claim.

When an employee reports an injury not requiring emergency treatment, the following steps should be observed:

1. **GATHER INFORMATION REGARDING THE INJURY**
   Ask the injured employee how, when and where the injury occurred, and if there were any witnesses.

2. **CONTACT TELEPHONE REPORTING CENTER AT 1-800-832-7839 TO REPORT THE CLAIM**
   Upon direction from the Claim Adjuster, send the injured employee for medical treatment.

   Remember: If this is a medical emergency, direct the employee to seek medical attention immediately and then follow-up with this call.

3. **DIRECT THE INJURED EMPLOYEE TO CHOOSE A PRIMARY CARE PHYSICIAN.**
   In non-emergency situations and if the employee appears to need medical attention, instruct the employee to choose a Primary Care Physician ("PCP") from the list of providers within The **First Health®** Network ("Network"). All medical care must be provided through the authorized Primary Care Physician in order to ensure workers' compensation benefits. (A Medical Care Coordinator will be assigned after the employee's injury has been diagnosed.)

4. **COMPLETE AN EMPLOYEE INTRODUCTION LETTER**
   Fill in a copy of the Request For Medical Treatment Form with the appropriate information. Give the completed Request for Medical Treatment Form to the injured employee and advise him/her to give the letter to the provider he/she has chosen as his/her PCP before treatment is initiated.

5. **ARRANGE FOR THE EMPLOYEE TO BE TREATED BY A PROVIDER WITHIN THE NETWORK**
   Either you, the Medical Case Manager or the Claim Adjuster should contact the PCP to arrange an appointment for treatment of the injured employee.

6. **FOLLOW-UP AND RETURN-TO-WORK**
   Work with the assigned Medical Case Manager, Claim Case Manager and the PCP to return the employee to either light or full duty. Evaluate any restrictions and offer modified duty applicable.

HOW TO USE
THE NETWORK DIRECTORY

1. Review the list of providers in the Network.
2. Circle or highlight nearby Primary Care Physicians ("PCP"). Doing so in advance will enable you to be prepared in the event a work-site injury occurs.
3. Post the list of PCPs in a location easily accessible to those employees who will use it should an injury occur.
4. Make your staff familiar with the provider listings and explain how easy it is to use providers in the Network Directory. Provider names, addresses, and telephone numbers are readily available on the list.
5. Advise the staff that use of the network providers is mandatory except in emergency situations. The providers participating in the Network meet specific quality standards and credentials and are experienced in treating work-related injuries and illnesses.
6. In non-emergency situations, complete the Request for Medical Treatment Form for the injured employee. Instruct the employee to bring the Form with them to present to the PCP. The Request for Medical Treatment explains to the provider that the employee is a participant in The Workers' Compensation Managed Care Arrangement.
7. For those who have Internet access, use of the www.mywcinfo.com web page can provide additional access to selection of network providers.
8. Any questions concerning the use of the Network call the Workers' Compensation Managed Care Arrangement at 1-800-842-6771.

Florida Workers' Compensation
Managed Care Arrangement

THE WORKERS' COMPENSATION MANAGED CARE ARRANGEMENT
REQUEST FOR MEDICAL TREATMENT FORM

Part 1: (To be completed by Supervisor. Please Print.)

Employee Name: _____ Social Security Number _____
Date: _____ Supervisor Name: _____
Employer Name: _____ Supervisor Phone Number: _____
Employer Address: _____
Date of Injury: _____ Place of Injury: _____
Injury Description: _____

Part 2: (To be completed by Employee. Employee should take this form to the Primary Care Physician or treating physician.)

I authorize payment directly to the provider for the medical services rendered and I authorize the release of medical information to Carrier/Claim Administrator or its designee for medical review.

Employee Signature: _____ Date: _____

***Note* By providing this form to the Employee, neither the Carrier/Claim Administrator nor the Employer concede compensability or eligibility of the injury described above under the applicable Workers' Compensation laws.**

Part 3: (To be completed by Primary Care Physician or treating physician. Please print.)

The physician should complete this information, give one copy to the Employee (to return to the Employer), attach one copy to your itemized bill and medical report to the Carrier/Claim Administrator, and keep third copy for your records.

I have treated _____ for _____ and found that he/she:
(Employee Name) (Medical Condition)

[ ] Is able to return to his/her present job
[ ] Can return to modified duty with the following restrictions: _____
[ ] Cannot return to work at the present time. Estimated period of disability: _____
[ ] Follow-up with me in ____ days or ____ weeks, and/or referral to: _____
[ ] Other comments: _____
_____

Physician Name (Please Print): _____
Physician Signature: _____ DATE: _____

Part 4: (Important information for Medical Providers)

1. This Employer is covered by a Plan that utilizes a Network of Medical Providers. If the Employee requires referral to a specialist, the Carrier/Claim Administrator suggests that you consult the Network Directory for the name of a Network Specialist. The Employer or the Workers Compensation Carrier can provide you with this information; and

2. **Contact the Claim Adjuster or the Medical Case Manager at 1-800-448-0798 upon any of the following:**

    - Hospital and inpatient facility admission;
    - Outpatient knee, back, wrist, or shoulder surgery;
    - Physical therapy or chiropractic care (within the first six months of injury or newly initiated, e.g., post surgical);
    - Anticipated disability greater than seven days without a reasonable RTW date established (within the first six months of injury or date of disability);
    - Services, which require utilization management pursuant to state law or regulation.

Part 5 (Claim Information)

1. Print the Employee's social security number and date of injury on any bills and reports. Bill only for services directly related to the injury listed above and submit itemized bill and medical report, along with a copy of this completed Request For Treatment Form, to the claim office.

2. Any person or entity who willfully and knowingly makes any material false statement or representation for the purpose of obtaining any benefit or payment, or for the purpose of defeating or wrongfully increasing or decreasing any claim for benefit or payment for workers' compensation coverage, or who aids and abets for said purpose, may be subject to civil or criminal penalties, or both, imposed pursuant to applicable statutes and/or regulations.

Florida Workers' Compensation
Managed Care Arrangement

Dear Employee:

For compensable Workers Compensation claims, your employer provides coordination of medical care through its Workers' Compensation Managed Care Arrangement ("WC/MCA"). Although everyone is committed to promoting a safe and healthy work environment, work-related illnesses and accidents can occur.

In order to provide you with the best possible medical care should a work-related illness or accident occur, your employer has implemented the Workers' Compensation Managed Care Arrangement. This Arrangement includes an independent network of preferred providers available through The **First Health®** Network ("Network").

The Network offers many benefits including the following:

- Primary Care Physicians and medical specialty physicians
- Providers credentialed to stringent standards and criteria are utilized by the Network.
- Providers within the Network are experienced in treating work-related injuries and want to aid in your return-to-work when medically appropriate.

Except in emergency situations and other specific circumstances, you must obtain medical care from a Primary Care Physician within the Network in order to receive full workers' compensation benefits. Your employer is prepared to assist you in accessing/selecting a Primary Care Physician who is part of the Network.

The Workers' Compensation Managed Care Arrangement promotes a team approach to treating workers' compensation injuries. The team includes you, your employer, your Primary Care Physician and/or Medical Care Coordinator, your Medical Case Manager and your Claim Adjuster. This approach provides timely, appropriate and efficient medical treatment for you and a timely return-to-work. Everyone benefits from this partnership.

Since we anticipate that you may have questions regarding the Workers' Compensation Managed Care Arrangement, we have prepared the attached list of questions and answers.

Florida Workers' Compensation
Managed Care Arrangement

Estimado empleado:

Para las reclamaciones compensables de Compensación Laboral [Workers Compensation], su empleador establece la coordinación de atención médica a través de su Convenio de Atención Médica Dirigida de Compensación Laboral [Workers' Compensation Managed Care Arrangement ("WC/MCA")]. Su empleador proporciona cobertura de compensación laboral a través de su "WC/MCA". Aunque todo el mundo está comprometido a fomentar un entorno laboral saludable y libre de peligros, pueden surgir enfermedades y ocurrir accidentes relacionados con el trabajo.

A fin de proporcionarle la mejor atención médica posible en caso de que se presente una enfermedad o un accidente relacionado con el trabajo, su empleador ha implementado el Convenio de Atención Médica Dirigida de Compensación Laboral. Este Convenio incluye una red independiente de proveedores selectos que están disponibles a través de The **First Health®** Network ("la Red").

La Red ofrece muchos beneficios, incluyendo los siguientes:

- Médicos de cabecera y médicos especialistas
- Proveedores cuyas credenciales se establecen de acuerdo con normas y criterios estrictos.
- Proveedores con experiencia en el tratamiento de enfermedades relacionadas con el trabajo y que desean ayudarle a regresar al trabajo cuando sea adecuado desde el punto de vista médico.

Excepto en situaciones de emergencia y demás circunstancias específicas, usted debe obtener atención médica de un Médico de Cabecera que esté en la Red para recibir los beneficios plenos de compensación laboral. Su empleador está preparado para ayudarle a acceder o seleccionar un Médico de Cabecera que forme parte de la Red.

El Convenio de Atención Médica Dirigida de Compensación Laboral promueve un método de trabajo en equipo para el tratamiento de lesiones de compensación laboral. El *(Este)* equipo está compuesto por usted, su empleador, su Médico de Cabecera y/o Coordinador de Atención Médica, el Director de su Caso Médico y su Ajustador de Reclamaciones. Este método le proporciona a usted tratamiento médico inmediato, adecuado y eficiente, así como su regreso al trabajo en forma oportuna. Todo el mundo se beneficia con esta asociación.

Como nos imaginamos que usted pudiera tener preguntas sobre el Convenio de Atención Médica Dirigida de Compensación Laboral, hemos preparado la lista adjunta de preguntas hechas con frecuencia y sus respectivas respuestas.

PROGRAM EXPLANATION FOR EMPLOYEES on the ST. PAUL TRAVELERS MANAGED CARE ARRANGEMENT

What is the St. Paul Travelers Managed Care Arrangement?

The St. Paul Travelers Managed Care Arrangement is a plan that has been approved by the state of Florida. It includes the St. Paul Travelers Claim and Medical professionals working closely with you, and a specially selected independent network of medical providers, to ensure that you receive appropriate medical treatment and return to work as soon as you are able.

What must I do?	What will the Network Provider do?	What will the St. Paul Travelers Case Manager do?
• In emergency situations seek treatment immediately, preferably from a Network Provider or Hospital.	• Provide medical treatment through a network Primary Care Physician (and specialty physicians when needed).	• Contact you to discuss your injury and ensure that you receive appropriate benefits.
• Report any injury immediately to your supervisor.	• Authorized network physicians decide if you need a referral to a medical specialist, physical therapist, etc.	• Answers questions on the Florida Managed Care Arrangement.
• Obtain the name of Network Primary Care Physicians from your supervisor, or St. Paul Travelers.	• Coordinate your return-to-work with your employer and the authorized network provider(s).	• Work with you, your employer and network physician to secure your return-to-work date, when you are medically ready.
• Ask questions of your employer or the St. Paul Travelers if you are not clear on your rights and responsibilities.	• Ensure that your medical treatment is with network providers.	• Coordinate referrals and initial appointments for treatment with network providers.

Do I have to use the St. Paul Travelers Managed Care Arrangement?

YES. Benefits could be impacted in accordance with the Florida Workers' Compensation Managed Care Law for non-compliance.

What if I am not satisfied with my network Primary Care Physician?

You are entitled to a change in physician, one time, during the life of your claim. Your employer, the Medical Case Manager or Claims Adjuster can furnish you with names of Primary Care Physicians in the network if you decide that you want to change your Primary Care Physician.

Who do I contact to file a grievance?

You can file a formal written grievance by contacting St. Paul Travelers by phone or in writing at:

The St. Paul Travelers Workers Compensation Managed Care Arrangement

Attention: Grievance Coordinator, P.O. Box 715, Orlando, FL 32801-0715 or call 1-800-448-0798

EXPLICACIÓN PARA EMPLEADOS sobre el CONVENIO DE ATENCIÓN MÉDICA DIRIGIDA DE ST. PAUL TRAVELERS

¿Qué es el Convenio de Atención Médica Dirigida de St. Paul Travelers?

El Convenio de Atención Médica Dirigida de St. Paul Travelers es un plan que ha sido aprobado por el estado de la Florida. Incluye la estrecha colaboración con usted de los profesionales médicos y de reclamaciones de St. Paul Travelers, así como de una red independiente de proveedores médicos seleccionados en forma especial, para garantizar que usted reciba el tratamiento médico adecuado y regrese al trabajo tan pronto como pueda.

¿Qué debo hacer?	¿Qué hará el Proveedor de la Red?	¿Qué hará el Director del Caso de St. Paul Travelers?
• En situaciones de emergencia, busque tratamiento de inmediato, preferentemente con un Proveedor u Hospital de la Red.	• Proporcionar tratamiento médico a través de un Médico de Cabecera de la red (y médicos especialistas cuando sea necesario).	• Comunicarse con usted para hablar sobre su lesión y garantizar que reciba los beneficios debidos.
• Informar de inmediato a su supervisor sobre cualquier lesión.	• Médicos autorizados de la red deciden si es necesario remitirlo a un especialista, fisioterapeuta, etc.	• Responder a preguntas sobre el Convenio de Atención Médica Dirigida de la Florida.
• Obtener, a través de su supervisor o de St. Paul Travelers, el nombre de Médicos de Cabecera de la Red.	• Coordinar su regreso al trabajo con su empleador y el(los) proveedor(es) autorizados de la red.	• Colaborar con usted, su empleador y el médico de la red, para procurar que la fecha de su regreso al trabajo sea cuando usted esté listo desde el punto de vista médico.
• Preguntar a su empleador o a St. Paul Travelers si no está seguro de cuáles son sus derechos y responsabilidades.	• Garantizar que su tratamiento médico sea con proveedores de la red.	• Coordinar los referidos y las citas iniciales para el tratamiento con proveedores de la red.

¿Tengo que usar el Convenio de Atención Médica Dirigida de St. Paul Travelers?

SÍ. Los beneficios se pudieran ver afectados de acuerdo con lo estipulado por la Ley de Atención Médica Dirigida de Compensación Laboral de la Florida por falta de acatamiento.

¿Qué sucede si no estoy satisfecho con mi Médico de Cabecera de la red?

Usted tiene derecho a un cambio de médico, una vez, durante la vigencia de su reclamación. Su empleador, el Director de su Caso Médico o el Ajustador de su Reclamación puede proporcionarle los nombres de Médicos de Cabecera que están en la red, si usted decide que desea cambiar el suyo.

¿Con quién me comunico para presentar una queja?

Usted puede presentar una queja formal por escrito comunicándose con St. Paul Travelers por teléfono o escribiendo a:

The St. Paul Travelers Workers Compensation Managed Care Arrangement,

Attention: Grievance Coordinator, P. O. Box 715, Orlando, FL 32801-0715; o llame al 1-800-448-0798

Questions & Answers
The Workers' Compensation Managed Care Arrangement

1. **What do I do if I am injured and need immediate emergency treatment?**

   You will be provided with treatment at the nearest hospital or appropriate facility. This treatment will be authorized and the bills will be paid. When your condition no longer requires **emergency** treatment, you will be sent to a Primary Care Physician in The **First Health®** Network ("Network") for continuing treatment.

2. **If I am injured and it is not an emergency situation, where do I go for medical treatment?**

   You will select a Primary Care Physician from the list of network physicians in the immediate area of your work-site. You may be given a "Request For Medical Treatment Form" to take with you to that Physician's office. The form will identify you as being a participant in The Workers' Compensation Managed Care Arrangement and a user of the Network. You must go to one of the listed Primary Care Physicians, or the treatment will not be authorized. Many network Primary Care Physicians are conveniently located 15-30 miles from your work-site, and many specialists are 30-60 miles from your work-site.

3. **What do I do when I am working for my employer outside my area and need to see a doctor?**

   If the injury is **not an emergency**, contact your employer for directions. You will be provided with a local treatment center in that area and will be referred to a physician in Network when you return to your service area, if further treatment is needed.

   If it is an **emergency** situation, seek immediate medical attention at the nearest hospital or facility.

4. **How can I find out who the authorized physicians are in my area?**

   The names, addresses and phone numbers of Primary Care Physicians have been posted by your employer. If you do not know where the list has been posted, ask your employer for the location. If you have access to the Internet, selecting "Locate Network Medical Providers" on the *www.mywcinfo.com* webpage will also take you to the network list of authorized providers.

5. **What is meant by a Primary Care Physician and what does the Primary Care Physician do?**

   The Primary Care Physician within the Network is a Florida physician licensed as a family practitioner, general practitioner, occupational medicine, occupational/urgent clinic, internist or osteopath (or other physician which your Medical Case Manager or Claim Adjuster agrees is appropriate to treat your injury). The Primary Care Physician is responsible for providing evaluation and treatment of your work related injury.

6. What is a Medical Care Coordinator, and what does the Medical Care Coordinator do?

The network Medical Care Coordinator (MCC) is a Florida licensed physician who serves as the "gate keeper" for medical issues related to your work injury. The Medical Care Coordinator will help make final medical decisions in your Workers Compensation claim. You will probably be examined at least one time to evaluate your work injury, treatment needs and return to work needs. The Medical Care Coordinator may or may not be your treating physician. Once assigned to your claim, the Medical Care Coordinator probably will not change during the length of your claim. If you have specific concerns about your medical care, you can discuss them directly with the MCC.

7. What should I do if I am not happy with my Primary Care Physician?

Contact the Medical Case Manager and/or Claim Adjuster to discuss your options. Florida Workers Compensation law allows for one change in provider during the life of your claim. The change must be to a provider in the same specialty as the physician you no longer wish to see. **You cannot change physicians within the Network without prior authorization.** Your Medical Case Manager or Claims Adjuster will make the necessary arrangements for any change in network physicians. If an appointment is not established with the new physician within 5 days of receipt of your request, you may be able to select the new network provider.

8. What if the Primary Care Physician decides that I need to see a specialist such as an Orthopedic Surgeon?

Your Primary Care Physician will refer you to an orthopedic surgeon or other specialist within the Network. All specialty referrals must be made by network physicians already authorized to provide you with treatment. Before the first appointment with a new physician, authorization must be gained from the Claims Adjuster or Medical Case Manager.

9. After changing an authorized treating physician, what should I do if I am still dissatisfied?

You should immediately contact your Claim Adjuster or Medical Case Manager and express your concerns and/or dissatisfaction. If you still wish to change your Primary Care Physician or specialist, you must follow the formal grievance process (please refer to the document entitled "Grievance Procedure" within this Handbook).

10. Who is the managed care arrangement?

The Workers' Compensation Managed Care Arrangement consists of your employer, its Carrier/Claim Administrator, and Network physicians. Everyone works together with you and the independent Network physicians to provide efficient managed care medical services in connection with your work-related injuries.

11. What is an Independent Medical Examination or IME?

Once, during the life of your Workers Compensation claim, if there is a major disagreement with the medical recommendations from an authorized treating network physician, the injured employee and the carrier/claim administrator each have the right to gain another medical opinion through an Independent Medical Examination (IME). The IME should match the specialty of the physician whose opinion is being disputed. The carrier/claim administrator will pay for the employee's IME only when a network physician is selected for the opinion, or a decision is made to authorize the treatment recommended in the IME report. An IME physician cannot become a treating physician.

Preguntas y respuestas
Convenio de Atención Médica Dirigida de Compensación Laboral

1. **¿Qué hago si me lesiono y necesito tratamiento inmediato de emergencia?**

   Se le proporcionará tratamiento en el hospital o centro adecuado más cercano. Se autorizará este tratamiento y se pagarán las facturas. Cuando su estado ya no requiera tratamiento de emergencia, se le enviará a un Médico de Cabecera de The **First Health®** Network ("la Red") para continuar el tratamiento.

2. **Si me lesiono y no se trata de una emergencia, ¿adónde voy para recibir tratamiento médico?**

   Usted está obligado a ir a uno de los Médicos de Cabecera de la red que aparecen en la lista, o no se autorizará el tratamiento. Muchos Médicos de Cabecera de la red están situados a 15 ó 30 millas de su centro de trabajo, y muchos especialistas están a 30 ó 60 millas de su centro de trabajo. Pudieran darle una "Planilla de Solicitud de Tratamiento Médico" para que la lleve a la consulta de ese médico. La planilla lo identificará a usted como participante del Convenio de Atención Médica Dirigida de Compensación Laboral y usuario de la Red. Su empleador pudiera proporcionarle la oportunidad de seleccionar al Médico de Cabecera de la lista de médicos de la red en el área inmediata a su centro de trabajo.

3. **¿Qué hago si estoy trabajando para mi empleador fuera de mi área y necesito ver a un médico?**

   Si la lesión **no es una emergencia**, pídale instrucciones a su empleador. Se le proporcionará un centro local de tratamiento en esa área y se le remitirá a un médico de la Red cuando usted regrese a su área de servicio, si se necesita tratamiento adicional.

   Si se trata de una situación de **emergencia**, busque atención médica de inmediato en el hospital o centro más cercano.

4. **¿Cómo puedo saber quiénes son los médicos autorizados en mi área?**

   El nombre, la dirección y el número de teléfono de los Médicos de Cabecera aparecen en una lista que su empleador ha puesto a la vista. Si usted no sabe dónde está la lista, pregúnteselo a su empleador. Si usted tiene acceso a Internet, seleccione "Locate Network Medical Providers" en la página Web *www.mywcinfo.com* , para ver la lista de proveedores autorizados de la red.

5. **¿Qué significa Médico de Cabecera y qué es lo que hace?**

   El Médico de Cabecera de la Red es un médico con licencia para ejercer en la Florida la medicina de familia, medicina general, medicina ocupacional, en clínicas ocupacionales/de urgencia, como internista u osteópata (u otro médico que el Director de su Caso Médico o el Ajustador de su Reclamación considere adecuado para el tratamiento de su lesión). El Médico de Cabecera es responsable de proporcionar la evaluación y el tratamiento de su lesión relacionada con el trabajo.

6. ¿Qué es un Coordinador de Atención Médica y qué hace?

El Coordinador de Atención Médica (MCC, por sus siglas en inglés) de la red es un médico con licencia para ejercer en la Florida, encargado de los asuntos médicos relacionados con su lesión laboral. El Coordinador de Atención Médica ayudará a tomar decisiones definitivas en su reclamación de Compensación Laboral. Usted probablemente será examinado al menos una vez para evaluar su lesión laboral, así como las necesidades de tratamiento y de regreso al trabajo. El Coordinador de Atención Médica pudiera ser o no el médico que lo está tratando. Una vez que se le haya asignado su reclamación, el Coordinador de Atención Médica probablemente no cambiará durante la duración de su reclamación. Si usted tiene inquietudes específicas sobre su atención médica, discútalas directamente con el MCC. Si usted desea que lo trate un quiropráctico o un podiatra, necesitará un referido del MCC.

7. ¿Qué debo hacer si estoy descontento con mi Médico de Cabecera?

Comuníquese con el Director de su Caso Médico y/o el Ajustador de su Reclamación para hablar sobre sus opciones. La ley de Compensación Laboral de la Florida permite que se haga un cambio de proveedor durante la vigencia de su reclamación. El cambio debe ser con un proveedor de la misma especialidad que el médico que usted no desea seguir viendo. **No puede cambiar de médico de la RED sin autorización previa.** El Director de su Caso Médico o el Ajustador de su Reclamación hará los trámites necesarios para cualquier cambio en médicos de la red. Si no se concerta una cita con el nuevo médico en un plazo de 5 días de haberse recibido su solicitud, usted pudiera seleccionar al nuevo proveedor de la red.

8. ¿Qué sucede si el Médico de Cabecera decide que necesito ver a un especialista, tal como un cirujano ortopédico?

Su Médico de Cabecera lo remitirá a un cirujano ortopédico o a cualquier otro especialista que esté en la Red. Todos los referidos a especialistas deberán ser procesados por médicos de la red que ya estén autorizados para darle tratamiento a usted. Antes de la primera cita con un médico nuevo, se debe obtener autorización del Ajustador de la Reclamación o del Director del Caso Médico.

9. ¿Qué debo hacer si, después de cambiar de médico autorizado que me está tratando, aún no estoy satisfecho?

Usted debe comunicarse de inmediato con el Ajustador de su Reclamación o el Director de su Caso Médico y expresar sus inquietudes y/o descontento. Si aún desea cambiar su Médico de Cabecera o especialista, debe seguir el proceso formal de queja (consulte el documento titulado "Procedimiento de Queja" en este manual).

10. ¿Quién constituye el convenio de atención médica dirigida?

El Convenio de Atención Médica Dirigida de Compensación Laboral está constituido por el empleador suyo, su Compañía de Seguros o Administrador de Reclamaciones, y los médicos de la Red. Todos colaboran con usted y los médicos independientes de la red para proporcionar servicios médicos eficientes de atención dirigida con respecto a sus lesiones relacionadas con el trabajo.

11. ¿Qué es un Examen Médico Independiente o IME, por sus siglas en inglés?

Una vez, durante la vigencia de su reclamación de Compensación Laboral, si hay un desacuerdo importante respecto a las recomendaciones de un médico de la red autorizado para darle tratamiento, tanto el empleado lesionado como la compañía de seguros o el administrador de la reclamación tienen derecho a obtener otra opinión médica a través de un Examen Médico Independiente (IME). El IME deberá concordar con la especialidad del médico cuya opinión se disputa. La compañía de seguros o el administrador de reclamaciones pagará por el IME solamente cuando se seleccione un médico de la red para la opinión, o se tome la decisión de autorizar el tratamiento recomendado por el informe de IME. El médico del IME no puede convertirse en el médico que aplique el tratamiento.

THE ST. PAUL TRAVELERS WORKERS' COMPENSATION
MANAGED CARE ARRANGEMENT
NETWORK SERVICES

Employee Satisfaction Survey

The form on the following page is a feedback mechanism for expressing results of medical treatment.

This feedback form is used by St. Paul Travelers in a random survey process to determine satisfaction with the providers in the Workers' Compensation network.

You, as an employer, may want to use this form when an employee:

- Expresses satisfaction with care that was provided
- Dissatisfaction with care that was provided
- Concerns about the facility/office
- Positive experiences with the facility/office

When an employee is dissatisfied please encourage them to provide their address on the survey in case it is necessary to make contact for additional information.

THE ST. PAUL TRAVELERS WORKERS' COMPENSATION
MANAGED CARE ARRANGEMENT
INDEPENDENT NETWORK SERVICES

We want you to be satisfied with the medical treatment you have received as a participant in the St. Paul Travelers Workers' Compensation Managed Care Program. We appreciate your input on the following:

_____
(Name of Provider/Clinic)

(Please circle appropriate choice)

1. Was the clinic or office clean?
   A. very clean
   B. somewhat clean
   C. dirty
   D. very dirty
2. How long did you wait to be seen by the medical staff?
   A. less than 20 min.
   B. 30-45 min.
   C. 45 min- 1 ½ hrs.
   D. over 1 ½ hrs.
3. Were you treated with care and attention?
   A. very much so
   B. careful and attentive
   C. not so careful or attentive
   D. very inattentive
4. Did the medical staff explain your diagnosis and/or treatment plan?
   A. very much so
   B. explained somewhat
   C. did not fully cover all issues
   D. did not explain at all
5. Overall, were you satisfied with your visit?
   A. very satisfied
   B. somewhat satisfied
   C. somewhat dissatisfied
   D. very dissatisfied

ADDITIONAL COMMENTS: _____

_____

NAME: _____ DATE: _____
ADDRESS: _____ PHONE NUMBER: _____

*****Please return this completed questionnaire to:
The Workers Compensation Managed Care Arrangement
St. Paul Travelers
P.O. Box 715
Orlando, Florida 32802

SERVICIOS DE RED INDEPENDIENTE
DE CONVENIO DE ATENCIÓN MÉDICA DIRIGIDA
DE COMPENSACIÓN LABORAL DE THE ST. PAUL TRAVELERS

Deseamos que usted se sienta satisfecho con el tratamiento médico que ha recibido como participante del Programa de Atención Médica Dirigida de Compensación Laboral de St. Paul Travelers. Agradeceríamos su información sobre lo siguiente:

_____
(Nombre del Proveedor o Clínica)
(Favor circular la selección adecuada)

4. ¿Estaba limpia la clínica o consulta?
   E. muy limpia
   F. más o menos limpia
   G. sucia
   H. muy sucia

5. ¿Cuánto tuvo que esperar para que lo vieran los médicos?
   E. menos de 20 min.
   F. 30-45 min.
   G. 45 min- 1 ½ horas
   H. más de 1 ½ horas

6. ¿Lo trataron con cuidado y atención?
   E. con mucho cuidado y mucha atención
   F. con cuidado y atención
   G. sin tanto cuidado ni atención
   H. muy desatentamente

7. ¿Le explicaron los médicos su diagnóstico y/o el plan de tratamiento?
   E. explicaron en detalle
   F. explicaron en cierta medida
   G. no cubrieron todas las cuestiones
   H. no explicaron nada

8. En general, ¿quedó satisfecho con su visita?
   E. muy satisfecho
   F. satisfecho en parte
   G. insatisfecho en parte
   H. muy insatisfecho

COMENTARIOS ADICIONALES: _____

_____

NOMBRE: _____ FECHA: _____
DIRECCIÓN: _____ TELÉFONO: _____

*****Devuelva este cuestionario debidamente llenado a:
The Workers Compensation Managed Care Arrangement
St. Paul Travelers
P. O. Box 715
Orlando, Florida 32802

Florida Workers' Compensation
Managed Care Arrangement

THE WORKERS' COMPENSATION MANAGED CARE ARRANGEMENT
EMPLOYEE RIGHTS & RESPONSIBILITIES

Your Employer and workers' compensation Carrier/Claim Administrator are committed to seeing that you receive appropriate medical treatment if you are injured on the job. Because you are a significant partner in your recovery, it is important that you understand your Workers Compensation Managed Care rights and responsibilities.

Employee Rights

- Prompt emergency treatment when needed (preferably through network facilities)
- Timely coordination of medical care ordered by authorized network physicians
- Return to Work as soon as medically feasible (possibly to modified duty, initially)
- Assistance in selection of Primary Care Physician
- Use of Grievance Policy (attached) to resolve disagreements about medical care
- Discussion of medical and Return to Work plans with the Medical Care Coordinator (MCC - gatekeeper) including:
  - Referral to a network physician or specialist
  - One time change in network physician during life of your claim
  - Possible second opinion with network provider
- Use of an Independent Medical Examination (IME), to gain another opinion about medical care
- Once during the life of the claim, a change in authorized physician, to another Network physician in the same specialty
- Medical treatment within reasonable distance from your usual work site (i.e., primary care within 30 miles and specialty care within 60 miles.)
- Medical care with a non-Network physician only if:
  - Physician is providing emergency care
  - Compensability of the claim has been denied
  - Physician provides medically necessary service that is not available through the Network and the service has been ordered by an authorized treating Network physician
- You should not receive billing from any authorized provider treating your work related injury. If you receive billing, contact your Claims Adjuster.
- For additional information about rights and responsibilities, contact the State of Florida's Workers Compensation Employee Assistance Office using 800-342-1741

Employee Responsibilities

- Report your injury to your employer as promptly as possible
- Participate in medical care with Network providers
- Participate in medical care as ordered by the authorized treating Network physician. If you are not working, participating in medical treatment is your job until you are able to Return to Work.
- For each medical appointment be sure to gain documentation of your Return to Work status and restrictions and give the document to your employer.
- Return to Work when released by your authorized treating Network physician and work within the restrictions (if any) identified by the physician.
- If you would like new or different medical care, discuss your request with the Medical Care Coordinator (MCC ¡ gatekeeper) and/or treating Network physician
- If you have a complaint about your care, contact the Claims Adjuster or Medical Case Manager so that they can help resolve the problem.
- If the problem continues, by Florida law you must utilize the Grievance procedures to attempt to resolve the problem before filing a Petition for Benefits.

** Failure to cooperate with medical treatment may negatively affect (reduce or eliminate) your claim benefits.*

Any person or entity who willfully and knowingly makes any material false statement or representation for the purpose of obtaining any benefit or payment, or for the purpose of defeating or wrongfully increasing or decreasing any claim for benefit or payment for workers' compensation coverage, or who aids and abets for said purpose, may be subject to civil or criminal penalties, or both.

If you have any questions, you may contact the WORKERS COMPENSATION MANAGED CARE ARRANGEMENT at ***1-800-842-6771*** or your employer.

CONVENIO DE ATENCIÓN MÉDICA DIRIGIDA DE COMPENSACIÓN LABORAL
DERECHOS Y RESPONSABILIDADES DEL EMPLEADO

Su empleador y la Compañía de Seguros/Administrador de Reclamaciones de compensación laboral están comprometidos a que usted reciba tratamiento médico adecuado si se lesiona en el trabajo. Debido a que usted es factor importante en su recuperación, es importante que entienda sus derechos y responsabilidades en cuanto a la Atención Médica Dirigida de Compensación Laboral.

Derechos del Empleado

- Tratamiento inmediato de emergencia cuando sea necesario (preferentemente a través de centros de la red)
- Coordinación oportuna de la atención médica ordenada por médicos autorizados de la red
- Regreso al trabajo tan pronto como sea factible desde el punto de vista médico (posiblemente a tareas modificadas, al principio)
- Ayuda en la selección de un Médico de Cabecera
- Uso de www.mywcinfo.com para obtener acceso a informaci n sobre la reclamaci n personal y los proveedores de la red
- Uso del proceso de quejas para resolver desacuerdos sobre la atención médica
- Discutir los planes médicos y de regreso al trabajo con el Coordinador del Caso Médico (MCC - encargado) incluyendo:
  - Referido a un médico o especialista de la red (incluyendo quiropráctica y podiatría)
  - Cambio una vez del médico de la red
  - Posibilidad de segunda opinión con proveedor de la red
- Uso de un Examen Médico Independiente (IME), para obtener otra opinión sobre la atención médica
- Cambiar una vez, durante la vigencia de la reclamación, de médico autorizado a otro médico de la Red de la misma especialidad
- Tratamiento médico a una distancia razonable de su centro de trabajo usual (es decir, médico de cabecera a no más de 30 millas y especialista a no más de 60 millas).
- Atención médica con un médico que no sea de la Red únicamente en caso de que:
  - El médico proporcione asistencia de emergencia
  - Se haya negado el carácter compensable de la reclamación
  - El médico proporcione un servicio necesario desde el punto de vista médico que no esté disponible a través de la Red y dicho servicio haya sido ordenado por un médico de la Red autorizado para dar tratamiento
- Usted no debe recibir facturas de ningún proveedor autorizado que est tratando su lesión relacionada con el trabajo. Si recibe facturación, comuníquese con el Ajustador de su Reclamación.
- Para obtener información adicional sobre derechos y responsabilidades, llame a la Oficina de Ayuda a Empleados sobre Compensación Laboral del Estado de la Florida, al 800-342-1741

Responsabilidades del Empleado

- Notificar a su empleador sobre su lesión tan pronto como pueda.
- Utilizar proveedores de la Red para la atención médica
- Participar en la atención m dica según ordene el médico de la Red autorizado para dar el tratamiento. Si no está trabajando, su trabajo consistirá en participar en el tratamiento médico indicado, hasta que pueda regresar al trabajo.*
- En cada cita con el médico, cerciorarse de obtener la documentación sobre la condición y las restricciones de su regreso al trabajo, y entregar dicha documentación a su empleador.
- Regresar al trabajo cuando le dé de alta el médico autorizado de la Red que lo está tratando, y trabajar según las restricciones (si las hay) identificadas por el médico.
- Si desea nueva o diferente atención médica, discutir su solicitud con el Coordinador de Atención Médica (MCC – encargado) y/o con el médico de la Red que lo está tratando.
- Si tiene una queja sobre la atención que recibe, comunicarse con el Ajustador de la Reclamación o Director del Caso Médico de modo que puedan ayudar a resolver el problema.
- Si el problema persiste, según las leyes de la Florida, usted deberá utilizar los procedimientos de queja para tratar de resolver el problema antes de presentar una Petición de Beneficios.

* *La falta de cooperación con el tratamiento médico pudiera afectar negativamente (reducir o eliminar) los beneficios de su reclamación.*

Cualquier persona o entidad que intencionalmente y a sabiendas haga cualquier manifestación o declaración falsa con el fin de obtener cualquier beneficio o pago, o con el fin de vencer o de aumentar o disminuir ilícitamente cualquier reclamación de beneficios o pago por cobertura de compensación laboral, o que ayude o apoye dicho fin, puede estar sujeto a sanciones civiles y/o penales.

Si tiene alguna pregunta, comuníquese con el CONVENIO DE ATENCIÓN MÉDICA DIRIGIDA DE COMPENSACIÓN LABORAL llamando al ***1-800-842-6771***, o con su empleador

GRIEVANCE POLICY

Your employer and workers' compensation carrier/claim administrator are concerned that you receive appropriate medical treatment in the event you are injured on the job. If at any time you are dissatisfied or otherwise have questions concerning your medical care and treatment in connection with your work related injury, you should contact your Medical Case Manager or Claims Adjuster. If you would like a change in physician or other medical care, you may contact your Medical Care Coordinator directly to gain a referral. Your first request for authorization of a physician, or a medical service should always be made to either the Medical Case Manager or Claims Adjuster who will strive to resolve your issue as promptly as possible. Your issue may be referred to the Medical Care Coordinator (MCC) assigned to your claim, or an independent Physician Advisor, for review and feedback on necessary and appropriate medical care related to your injury. You will receive a response to your concern within 7-14 days after we receive your request.

If a specific request has been denied, within one year from the date of denial, you may file a formal written Grievance with the Grievance Coordinator of the Workers' Compensation Managed Care Arrangement. The Grievance Coordinator has the authority to review your case and make administrative decisions concerning your care. The Grievance Coordinator will provide a decision within 14 days from the date we receive your written grievance, and will promptly inform you, in writing, of the results. Following review of your request by the Grievance Coordinator, if the request continues to be denied, you will be informed that your request will be forwarded to the Grievance Committee for review. The committee, including a Florida licensed physician, will review the request within 30 days of the committee's receipt of the request. Occasionally, an additional 14 days is needed because additional information is required. You will be promptly informed, in writing, of the Grievance Committee status and decision.

You may file an "Urgent Grievance" if your Primary Care Physician or Medical Care Coordinator determines that your medical status is at significant risk of deterioration if a response is not made within 72 hours. The Grievance Coordinator will review the request and notify you of the decision within 3 days.

For both the formal Grievance and the Urgent Grievance requests, completion of AHCA form No. 3160-0019 is required. The form is attached. Forms can also be provided upon written or verbal request through the contact information below.

Upon completion of the grievance process above, you may file a Petition for Benefits. The Workers' Compensation Employee Assistance Office can be contacted at 200 East Gaines St., Tallahassee, FL 32399-4225. You may also contact the Employee Assistance Office using 800-342-1741.

Every effort will be made to resolve your grievance at the earliest possible time. Most verbal complaints can be resolved at the time of the initial telephone conversation. At any time during the processing of your grievance, you may request a personal meeting to be held at a convenient location.

If you have any questions concerning the Workers' Compensation Managed Care Arrangement, please call 1-800-448-0798 or write:

The Workers' Compensation Managed Care Arrangement
St. Paul Travelers
ATTN: GRIEVANCE COORDINATOR
P. O. Box 715
Orlando, FL 32802

POLÍTICA DE QUEJAS

Su empleador y la compañía de seguros/administrador de reclamaciones tienen interés en que usted reciba el tratamiento médico adecuado en caso de que se lesione en el trabajo. Si en algún momento usted no está satisfecho o tiene preguntas sobre la atención y el tratamiento médico que recibe con respecto a una lesión relacionada con su trabajo, debe comunicarse con el Director de su Caso Médico o el Ajustador de su Reclamación. Si desea cambiar de médico o de otro elemento de atención médica, puede comunicarse directamente con su Coordinador de Atención Médica para obtener un referido. Su primera solicitud de autorización para ver un médico o para un servicio médico deberá hacerse siempre al Director de su Caso Médico o al Ajustador de su Reclamación, quienes se esforzarán por resolver su problema lo más pronto posible. Esta solicitud inicial se llama una "Solicitud de Servicio". Su asunto pudiera remitirse al Coordinador de Atención Médica (MCC) asignado a su reclamación, o a un Médico Asesor independiente, para que lo revise y dé su impresión sobre la atención médica que considere necesaria y adecuada en relación a su lesión. Usted recibirá una respuesta a su inquietud en un plazo de 7 a 14 días después de que recibamos su solicitud inicial.

Si se ha denegado una solicitud específica, en un plazo de un año a partir de la fecha de la denegación, usted puede presentar una Queja formal por escrito ante el Coordinador de Quejas del Convenio de Atención Médica Dirigida de Compensación Laboral. El Coordinador de Quejas emitirá una decisión en un plazo de 14 días a partir de la fecha en que recibamos la queja por escrito, y le informará prontamente, por escrito, sobre los resultados.

Tras la revisión de su queja formal por escrito por parte del Coordinador de Quejas, si la solicitud continúa siendo denegada, se le informará que su solicitud será remitida al Comité de Quejas para que la revise. El comité, que incluye a un médico con licencia para ejercer en la Florida, revisará la solicitud en un plazo de 30 días de haber recibido la solicitud el comité. En ocasiones, 14 días adicionales son necesarios debido a que se requiere información adicional. A usted se le informará prontamente por escrito, sobre la condición de su reclamación ante el Comité de Quejas, así como de la decisión de dicho comité.

Usted puede presentar una "Queja Urgente" si su Médico de Cabecera o Coordinador de Atención Médica determina que su estado médico corre un riesgo considerable de deteriorarse si no se da una respuesta en 72 horas. El Coordinador de Quejas revisará la solicitud y le notificará a usted de la decisión en 3 días a más tardar.

Tanto para la solicitud de Queja formal como para la de Queja Urgente, se requiere que se llene debidamente la planilla No. 3160-0019 de la Agencia de Administración de Atención a la Salud (AHCA, por sus siglas en inglés). Las planillas pueden obtenerse a través de la página Web de AHCA, o mediante solicitud por escrito o verbal a la información de contacto que aparece más adelante. La planilla de queja se le enviará a más tardar en 7 días de recibirse su solicitud.

Al completarse este proceso de queja, usted puede presentar una Petición de Beneficios. Puede comunicarse con la Oficina de Asistencia a Empleados sobre Compensación Laboral escribiendo a The Workers' Compensation Employee Assistance Office, 200 East Gaines St., Tallahassee, FL 32399-4225; o llamando al 800-342-1741.

Se hará todo el esfuerzo para resolver su queja lo más pronto posible. Casi todas las quejas verbales pueden resolverse al momento de la conversación telefónica inicial. En cualquier momento durante el procesamiento de su queja, usted puede solicitar una reunión personal que se realice en un lugar conveniente.

Si tiene alguna pregunta con respecto al Convenio de Atención Médica Dirigida de Compensación Laboral, llame al 1-800-448-0798 o escriba a:

The Workers' Compensation Managed Care Arrangement
St. Paul Travelers
ATTN: GRIEVANCE COORDINATOR
P.O. Box 715
Orlando, FL 32802

Florida Workers' Compensation
Managed Care Arrangement

See Reverse of Form for Information Regarding Filing a Grievance

Florida Workers' Compensation Managed Care Arrangement
FORMAL GRIEVANCE FORM

An Injured Worker or Health Care Provider shall use this form to request a formal review about dissatisfaction with medical care issues provided by or on behalf of a Workers' Compensation Managed Care Arrangement.

The Grievance is Filed by : ___Provider ___Injured Worker or a Designated Representative ___Family Member ___Attorney ___Other

Date of Injury: _____

INJURED WORKER'S /PROVIDER'S NAME:

Social Security Number _____

Address: _____

Home Telephone: _____ Work / Alternate Phone: _____

Contact if other than injured worker or provider _____ Telephone # _____

PRIMARY CARE/TREATING PHYSICIAN: _____

Address: _____

Office Telephone: _____

If the space provided below is inadequate for you to fully explain your concern or the action you desire, continue your statement on a sheet of plain paper. Please be sure your name and social security number appear on each page of any attachment.

Why is this grievance being filed? (Nature of the problem): _____

Has a grievance been previously filed? ____YES ____NO If YES, Date Sent? _____

What Action Would You Like to See Taken? _____

Have you received any information regarding your rights and responsibilities under WC Managed Care? Yes No

Form 3160-0019 November, 2000

Florida Workers' Compensation
Managed Care Arrangement

INTENT: The grievance procedure is intended to be self-executing and easy to use. An injured worker may call the grievance coordinator directly without completing this form. The grievance coordinator may complete the form for the injured worker. A review regarding the requested medical care will begin immediately, and a decision made within 44 days of receipt, unless additional information is required from outside the service area. The review period may be extended by mutual agreement between the injured worker and the grievance coordinator, with notice provided to all other participating parties.

The injured worker's participation in the grievance process is important to the resolution of medical issues. Individuals reviewing the grievance may need to speak directly with and receive input from the injured worker. If the injured worker is unable to participate actively in the grievance process, a patient advocate may participate on behalf of the injured worker.

If the injured worker, employer of carrier is dissatisfied with the final decision of the grievance committee, the dissatisfied party has the right to file a petition for Benefits with the Florida Division of Workers' Compensation.

Any person who, knowingly and with intent to injure, defraud or deceive any employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree.

Form Completed by: _____ _____

Injured Worker/Provider/Other — Date Form Completed/Signed

_____ _____

Signature of Grievance Coordinator — Date Grievance Coordinator Signed

MAIL TO:

The Workers' Compensation Managed Care Arrangement
St. Paul Travelers
ATTN: GRIEVANCE COORDINATOR
P.O. Box 715
Orlando, FL 32802

Florida Workers' Compensation
Managed Care Arrangement

FLORIDA MANAGED CARE

Acknowledgement Form:

I acknowledge receipt, review and understanding of the Florida Workers' Compensation Managed Care educational materials.

_____
Date

_____
Name

_____
Signatura

ATENCIÓN ADMINISTRADA DE LA FLORIDA

Formulario de Acuse de Recibo:

Reconozco que he recibido, revisado y entendido los materiales informativos de Atención Administrada de Compensación Legal por Accidentes de Trabajo de la Florida.

_____
Fecha

_____
Nombre

_____
Firma

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 04 (OO)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

SCHEDULE

STATE

AK FL HI KS MO

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 19 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 01 01 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - CALIFORNIA

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in California. The policy applies to that work as though California were listed in Item 3.A of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers' or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The estimated premium for the Longshore and Harbor Workers' Compensation Act coverage provided by this endorsement is as shown in the Schedule below or Item 4 of the Information Page.

SCHEDULE

CODE NO.	CLASSIFICATION	ESTIMATED ANNUAL REMUNERATION	RATE PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE INFORMATION PAGE SCHEDULE(S)

Total Estimated Annual Premium $

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005134

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 03 04 (01)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SOLE PROPRIETOR COVERAGE ENDORSEMENT - CALIFORNIA

This policy applies to the sole proprietor named in Item 1 of the Information Page. We will pay promptly when due the benefits you would be entitled to under this policy as an employee.

The premium basis for this policy includes the entire remuneration (subject to the minimum and maximum amounts provided for by our Manuals) of the sole proprietor.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 03 05 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA

If the employer named in Item 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

SCHEDULE

ALL EMPLOYEES NOT SUBJECT TO THE WORKERS' COMPENSATION OR OCCUPATIONAL DISEASE LAW, EXCLUDING MASTERS OR MEMBERS OF THE CREW OF ANY VESSEL.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 03 06 (01) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 5.000 % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 04 03 17 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE
Employee Insured by General Employer Excluded

The insurance under this policy is limited as follows:

It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

NO LIABILITY FOR EMPLOYEE INSURED BY GENERAL EMPLOYER

Any liability you may have as the special employer of an employee who is not on your payroll at the time of injury, based upon your representation that: (1) you have entered into a valid and enforceable agreement pursuant to Labor Code Section 3602 (d) with the employee's general employer under which the general employer agrees to secure the payment of compensation for such employee and (2) the general employer has obtained workers' compensation coverage for the employee.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

By signature below, you affirm that, with respect to any employee who is also the employee of a general employer, (1) you have entered into a valid and enforceable agreement pursuant to Labor Code Section 3602(d) with the employee's general employer under which the general employer agrees to secure the payment of compensation for such employee and (2) the general employer has obtained workers' compensation coverage for the employee.

Countersigned By _____

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured

Insurance Company Countersigned by _____

005138

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 04 03 60 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT – CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
   1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
   7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
   1. bodily injury to any member of the flying crew of any aircraft.
   2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 04 07 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PREMIUM ADJUSTMENT ENDORSEMENT—CALIFORNIA

We have the right to adjust the policy premium after issuance of the policy if the cost of providing the benefits required under the workers' compensation laws of California is affected by legislative or regulatory changes adopted after issuance of the policy. The amount of the adjustment will not exceed the change in the cost of providing the benefits as reflected in the pure premium rates approved by the Insurance Commissioner.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 04 06 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy for one or more of the following reasons:

   a. Non-payment of premium;
   b. Failure to report payroll;
   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
   e. Material misrepresentation made by you or your agent;
   f. Failure to cooperate with us in the investigation of a claim;
   g. Failure to comply with Federal or State safety orders;
   h. Failure to comply with written recommendations of our designated loss control representatives;
   i. The occurrence of a material change in the ownership of your business;
   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
   l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.

3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.

4. The policy period will end on the day and hour stated in the cancelation notice.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 06 03 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CONNECTICUT APPLICATION OF WORKERS COMPENSATION INSURANCE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A of the Information Page.

Section A, "How This Insurance Applies," of Part One, "Workers Compensation Insurance," is amended to read as follows:

This workers compensation insurance applies to injury by accident or injury by disease. Injury includes resulting death.

1) Injury by accident must occur during the policy period.
2) Injury by disease must be caused or aggravated by exposure during the policy period to conditions of your employment.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005138

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 06 03 03 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A. of the Information Page.

The amount shown on the Information Page for the Connecticut workers compensation fund assessment is required of you under Section 31-345 (Certificate of solvency; assessments; overpayments) of the Connecticut General Statutes. As provided in Section 31-284(c) (Employer rights and liabilities), we will pay these assessments to the Connecticut State Treasurer. The purpose of the assessment is to finance the expenses of administering the law.

THE AMOUNT SHOWN ON THE INFORMATION PAGE FOR THE CONNECTICUT SECOND INJURY FUND SURCHARGE IS REQUIRED OF YOU UNDER CONNECTICUT REGULATIONS TO FINANCE THE CONNECTICUT SECOND INJURY FUND. WE WILL PAY THIS SURCHARGE TO THE CONNECTICUT STATE TREASURER.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 06 06 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

CONNECTICUT NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Connecticut is shown in Item 3.A. of the Information Page.

Add the following to **Part Six – Conditions** of this policy:

F. Nonrenewal

We may elect not to renew the policy. Unless otherwise provided by Connecticut General Statutes Annotated Section 38a-323, we will provide you via registered mail, certified mail or by mail evidenced by a certificate of mailing, or deliver to the named insured at the address shown in the policy, at least sixty (60) days advance notice of our intention not to renew.

Mailing such notice to you at your address, shown in Item 1., of the Information Page, will be deemed sufficient notice under this section.

The notice of intent not to renew will state or be accompanied by a statement specifying the reason for such nonrenewal.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 09 03 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by the following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 09 04 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Florida Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005140

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 09 04 02 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

A. The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

B. If the factor is an increase over that shown on the Information Page, it will apply as of the policy effective date; or if the anniversary rating date is different from the policy effective date it will apply as of the anniversary rating date. Your premium will be calculated:

1. Retroactively to the effective date of the policy or to the anniversary rating date if the adjustment is within the first 90 days of the policy period or the anniversary rating date;
2. On a pro rata basis from the date we endorsed the policy if the adjustment is more than 90 days after the effective date of the policy or the anniversary rating date.

   The adjustment will be retroactive to the effective date of the policy period or to the anniversary rating date when:

   a. The change in experience modification is the result of a revision in your classifications;

   b. The delay in the calculation of the experience modification is due to your failure to make available all your records for examination and audit as provided in Part Five-G (Audit) of the policy.

C. If the factor is a decrease from that shown on the Information Page, it will apply retroactively to the policy effective date or the anniversary rating date if different from the policy effective date.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 09 06 06 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 10 06 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Georgia is shown in Item 3.A. of the Information Page.

The Cancelation Condition of the policy is replaced by this Condition:

D. Cancelation, Nonrenewal and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect, subject to the following:
   a. If only your interest is affected, the effective date of cancelation will be the later of the date we receive notice from you or the date specified in the notice.
   b. If by statute, regulation or contract this policy may not be canceled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancelation.

      Our notice will state the effective date of cancelation, which will be the later of the following:

      1) 10 days from the date of mailing or delivering our notice, or

      2) The effective date of cancelation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancelation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancelation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancelation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit or auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. The policy period will end on the day and hour stated in the cancelation notice except as provided for above.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 12 06 01 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. **Inspection**, Condition D. **Cancellation** and Condition E. **Sole Representative** of the policy are replaced by these four Conditions.

Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
   a. at least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
   b. at least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
   a. Nonpayment of premium
   b. The policy was issued because of a material misrepresentation.
   c. You violated any of the material terms and conditions of the policy.
   d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
   e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
   f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.

3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
   a. We show you a willingness to renew the policy; or
   b. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   c. You fail to pay all premiums when due; or
   d. You obtain other insurance as a replacement of the policy.

Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium or to give us notice of cancellation.

Part Five (Premium), Section G. **Audit** is replaced by this Section.

Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 16 06 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

KENTUCKY CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Kentucky is shown in Item 3A. of the Information Page.

The **Cancelation** Condition of the policy is replaced by the following:

Cancelation

1. You may cancel this policy. You will deliver or mail advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. We will deliver or mail to you not less than 75 days advance written notice stating when the cancelation is to take effect and our reason or reasons for cancelation. If we cancel for nonpayment of premium or within 60 days of the date of issuance of the policy, we will deliver or mail this notice not less than 14 days prior to the effective date of cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. After coverage has been in effect more than 60 days or after the effective date of a renewal policy, we may not cancel the policy unless cancelation is based on one or more of the following reasons:
   a. nonpayment of premium;
   b. discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy;
   c. discovery of willful or reckless acts or omissions on your part increasing any hazard originally insured;
   d. changes in conditions after the effective date of the policy or any renewal substantially increasing any hazard originally insured;
   e a violation of any local fire, health, safety, building, or construction regulation or ordinance at any of your covered workplaces substantially increasing any hazard originally insured;
   f. our involuntary loss of reinsurance for the policy;
   g. a determination by the commissioner that the continuation of the policy would place us in violation of Kentucky insurance laws.

Nonrenewal

1. We may elect not to renew the policy. We will deliver or mail to you not less than 75 days advance written notice stating our intention not to renew and our reason or reasons for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium, and coverage will continue until you have accepted replacement coverage with another insurer, until you have agreed to the nonrenewal, or until the policy is canceled.
3. If we have delivered or mailed to you a renewal notice, bill, certificate, or policy not less than 30 days before the end of the current policy period clearly stating the amount and due date of the renewal premium charge, then the policy will terminate on the due date without further notice unless the renewal premium is received by us or our agent on or before the due date. If the policy terminates in this manner, we will deliver or mail to you within 15 days of termination at your mailing address shown in Item 1 of the Information Page a notice that

the policy was not renewed and the date on which coverage ceased to exist. Proof of mailing of the renewal premium to us or our agent on or before the due date will constitute a presumption of receipt on or before the due date.

4. If we offer to renew the policy for a premium amount more than 25% greater than the premium amount for the current policy term for like coverage and like risks, we will deliver or mail to you and your agent not less than 75 days advance written notice of the renewal premium amount. We may at our option, in order to comply with this requirement, extend the period of coverage of the current policy at the expiring premium.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 17 06 01 (D)

POLICY NUMBER: (TC2JUB-121D320-6-07)

LOUISIANA AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

PART SIX – CONDITIONS

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
   a. Nonpayment of premium.
   b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
   c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
   d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
   e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
   f. Violation or breach by the insured of any policy terms or conditions.
   g. Such other reasons that are approved by the commissioner of insurance.
2. a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 22.636.4, 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.
   b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.

3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.
4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
   a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
   b. Changes based upon the altered nature or extent of the risk insured.
   c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
   d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 17 06 01 (D)

POLICY NUMBER: (TC2JUB-121D320-6-07)

Section I., **Actions Against Us**, of Part Two (Employers Liability Insurance) of the policy is replaced by the following:

I. Actions Against Us

You may not bring an action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

This Condition is added to the policy:

Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 15 days in advance of the change or removal.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 17 06 02 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

LOUISIANA COST CONTAINMENT ACT ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupational, safety and health program prescribed by the OSHA Section. In order for you to receive the reduction you must submit to us a Certificate of Satisfactory Implementation of Occupation, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 19 06 01 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Maryland is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel or nonrenew this policy as follows:
   a. If the policy is cancelled for nonpayment of premium, we will file with the Office of the Maryland Workers Compensation Commission's designee, and mail by certificate of mailing, not less than ten (10) days advance written notice stating when the cancellation will take effect.
   b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Office of the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service upon you, not less than thirty (30) days advance written notice stating when the cancellation or nonrenewal will take effect.

   Mailing this notice to you at your mailing address last known to us will be sufficient to prove notice.
3. The effective dates of the cancellation or nonrenewal are determined as follows:
   a. Except for cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 30 days after the date the notice is received by the Maryland Workers Compensation Commission 's designee, whichever date is later.
   b. For cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005146

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 21 03 03 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in item 3.A of the Information Page.

1. **Rates and Premium**

   The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

   You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

   You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. **Payroll Audits**

   You may request a payroll audit once each calendar year. Your request must be in writing sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. **Reserves or Redemption**

   You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

   If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Addresses

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30200
Lansing, MI 48909

The Travelers Insurance Companies
1000 Travelers Tower
26555 Evergreen
Southfield, MI 48076
or
3777 Sparks Drive Southeast
Grand Rapids, MI 49546
or
The Travelers
215 Shuman Boulevard
Naperville, IL 60563

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 21 03 04 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MICHIGAN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in item 3.A of the Information Page.

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

(1) We are "the insurer issuing this policy"

(2) You are "the insured employer"

(3) "Michigan workmen's compensation act" means the Workers' Disability Compensation Act of 1969.

(4) "Workmen's compensation" means workers' compensation

(5) "The bureau of workmen's compensation" means the Bureau of Workers' Disability Compensation.

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation:

(a) That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical services:

(b) That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen's compensation act and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational disease happening to his employees during the life of this contract or policy;

Rehabilitation services:

(c) That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational disease happening to his employees during the life of this contract or policy;

Funeral expenses:

(d) That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen's compensation act;

Scope of contract:

(e) That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all

other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

Obligations assumed:

(f) That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

Termination notice:

(g) That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

Conflicting provisions:

(h) That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 24 06 01 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in item 3.A of the Information Page.

The **Cancelation** Condition of the policy is replaced by the following:

Cancelation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.
3. The 60-day notice requirement does not apply where cancelation is based on one or more of the following reasons:
   a. nonpayment of premium
   b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
   c. a violation of policy terms;
   d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
   e. our insolvency;
   f. our involuntary loss of reinsurance for the policy.
4. The policy period will end on the day and hour stated in the cancelation notice

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
   a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   b. you fail to pay all premiums when due; or
   c. you obtain other insurance as a replacement of the policy.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005148

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY INSURANCE POLICY

ENDORSEMENT WC 24 06 02 (B)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitation applies subject to all other provisions of the Act:
   a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than $25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

      If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

      However, the association will not:

      (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or

      (2) Return to an insured any unearned premium in excess of $25,000.

      These limitations have no effect on the coverage we will provide under this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium

Insurance Company Countersigned by _____

© Copyright 2006 National Council on Compensation Insurance, Inc. All Rights Reserved.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 24 06 04 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

MISSOURI AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

Section G., **Audit**, of Part Five (Premium) of the policy is replaced by the following:

G. Audit

You will let us examine and audit all your records that relate to this policy during regular business hours during and after the policy period ends. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursements records, and programs for storing and retrieving date. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

Audits shall be completed, billed, and premiums returned within 120 days of policy expiration or cancellation. This standard of 120 days shall not be applicable if:

1. A delay is caused by your failure to respond to reasonable audit requests provided that the requests are timely and adequately documented; or
2. A delay is by the mutual agreement of you and us provided that the agreement is adequately documented.

If you or we have any objection to the results of any audit, you or we shall have up to three years from the date of expiration or cancellation of this policy in which to send a written notice demanding a reconsideration of the audit. The written notice shall be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 03 06 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C7 we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of the insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F., the "Other Insurance" provision is replaced with the following:

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C-7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 29 03 07 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW JERSEY SOLE PROPRIETORS AND PARTNERS COVERAGE ENDORSEMENT

An election was made by the individual proprietor or all partners actively performing services for this business to be deemed to be employees for the purpose of receipt of benefits under the New Jersey Workers Compensation Law. The premium for this policy will include the remuneration of the individual proprietor, all partners in any partnership, including all partners in a limited liability partnership or all members in a limited liability company. The premium shall be determined in accordance with Part Five A – "Premium", in this policy.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 29 04 10 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW JERSEY CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for this policy may be adjusted by a New Jersey Construction Classification Premium Credit. The credit, if applicable, was not available when the policy was issued. If you qualify, we will issue an endorsement to include the credit after it is calculated.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 30 03 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT

Section 52-1-10 of the New Mexico workers compensation law may make you liable for the payment of additional benefits in the case of bodily injury to employees resulting from your failure to supply safety devices. The benefits payable under Part One (Workers Compensation Insurance) includes these additional benefits.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 30 04 01 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW MEXICO WORKERS COMPENSATION PREMIUM ADJUSTMENT PROGRAM FOR QUALIFYING CLASSIFICATIONS ENDORSEMENT

The premium for the policy may be adjusted by New Mexico Workers Compensation Premium Adjustment credits and Offset to Experience Rating debit. The credits and debit were not available when the policy was issued. If you qualify, or if estimated credits and estimated debit have been applied, we will issue an endorsement to show the proper premium adjustment credits and debit after they are calculated.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 30 06 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW MEXICO CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies to the insurance provided by the policy because New Mexico is shown in item 3.A. of the Information Page.

The Cancelation Condition of this policy is replaced by the following:

Cancelation

You may cancel this policy by returning it to us or by giving us a written notice and stating at what future time coverage is to cease. We may cancel this policy, or one or more of its parts, by giving you a written notice. If the premium has not been paid when due, we may cancel at any time by giving the required notice at least 10 days before the cancelation is effective.

If the policy has been in effect less than 60 days and is not a renewal policy, we may cancel by giving the required notice at least 10 days before the cancelation is effective.

If the policy has been in effect for 60 days or more or is a renewal, we may cancel only for one or more of the following reasons:

a. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;

b. Willful and negligent acts or omissions by the insured have substantially increased the hazards insured against; to the acceptance of the risk or to the hazard assumed by us;

c. You presented a claim based on fraud or material misrepresentation; or

d. There has been a substantial change in the risk assumed by us since the policy was issued.

We will give the required Notice of Cancelation stating the reason(s) for cancelation at least 30 days before the cancelation is effective. The notice will state the time that the cancelation is to take effect. The notice will be sent to your mailing address last known to us. Your return premium, if any, will be calculated as follows:

a. If we cancel, we will return all unearned premiums.

b. If you cancel, the refund will be calculated according to our rules.

Your return premium will be refunded to you with the cancelation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancelation.

Nonrenewal

If we decide not to renew this policy, we must give you written notice of our intention not less than 30 days prior to the expiration of the policy. This nonrenewal section does not apply to any policy of insurance issued to an insured who has its principal place of business outside this state.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 31 03 08 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New York is shown in Item 3.A of the Information Page.

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers Compensation Law of New York.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 31 03 13 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW YORK SOLE PROPRIETORS AND PARTNERS COVERAGE ENDORSEMENT

An election was made on behalf of each sole proprietor or partner as defined in rule IX(B)(1) of the New York Workers Compensation and Employers Liability Manual named in the Schedule to be subject to the Workers Compensation Law. The premium basis for the policy includes the remuneration of such persons.

SCHEDULE

Sole Proprietor:

IF ANY

Partners:

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005153

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 31 03 19 (C)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of $15.50 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5057	5193	5429	5491	5606	6003	6229	6306	7855
3365	5059	5213	5443	5506	5610	6005	6233	6319	8227
3724	5069	5221	5445	5507	5645	6017	6235	6325	9526
3726	5102	5222	5462	5508	5648	6018	6251	6400	9527
3737	5160	5223	5473	5536	5651	6045	6252	6701	9534
5000	5183	5348	5474	5538	5701	6204	6254	7536	9539
5022	5184	5402	5479	5545	5703	6216	6259	7538	9545
5037	5188	5403	5480	5547	5709	6217	6260	7601	9549
5040	5190	5428							9553

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one- or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one- or two-family residential housing. For example:

Policy Inception Date	Third Quarter Payroll
4/1/02 thru 3/31/03	2001
4/1/03 thru 3/31/04	2002
4/1/04 thru 3/31/05	2003
4/1/05 thru 3/31/06	2004
4/1/06 thru 3/31/07	2005

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately nine months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Audit Department, New York Compensation Insurance Rating Board, 200 East Forty-Second Street, New York, New York 10017.

Applications must be received within six months prior to the inception date of this policy (or at the latest, within 12 months after the inception date if accompanied by a letter explaining the reason for late submission).

Under no circumstances will an application for this credit be accepted more than 12 months after the inception date of this policy.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 35 04 05 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

OKLAHOMA LOSS COST AND RATE CHANGE NOTICE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

When your policy was issued, we applied rates that were based upon loss costs approved by the Oklahoma Board for Property and Casualty Rates effective January 1, 2001. Those rates and loss costs reflected workers compensation cost savings of approximately 3.4% that would have resulted from medical cost reductions implemented by the Workers Compensation Court, effective January 1, 2001.

On April 6, 2001, the District Court of Oklahoma County ruled that the Workers Compensation Court exceeded its authority when it implemented those medical cost reductions. The District Court ordered that the current Workers Compensation Schedule of Medical and Hospital Fees revert to the schedule that was in effect prior to January 1, 2001.

The Oklahoma Board for Property and Casualty Rates approved an overall loss cost decrease of 6.6% effective January 1, 2001, which included the 3.4% cost savings. Because the 3.4% cost savings will not be realized, the Oklahoma Board for Property and Casualty Rates has approved revised loss costs that reflect an increase o f3.4%, retroactive to January 1, 2001. Therefore, the overall reduction in loss costs effective January 1, 2001 is 3.2%.

The policy is being endorsed to reflect new premium based on the revised loss costs. Additional premium may be due immediately or deferred until final audit.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY INSURANCE POLICY

ENDORSEMENT WC 35 06 01 (E)

POLICY NUMBER: (TC2JUB-121D320-6-07)

OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition in Part Six (Conditions) of the policy is amended by adding the following provision:

5. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel only for one of the following reasons with at least ten (10) days notice to the insured:
   a. Nonpayment of premium;
   b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
   c. Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
   d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
   e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
   f. A determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state;
   g. Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
   h. Loss of or substantial changes in applicable reinsurance.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. **Nonrenewal**

If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:

a. The expiration date of this policy; or
b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

Any notice of nonrenewal will be mailed or delivered to you at the last mailing address known to us.

If notice is mailed:

a. It will be considered to have been given to you on the day it is mailed.
b. Proof of mailing will be sufficient proof of notice.

If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

© Copyright 2006 National Council on Compensation Insurance, Inc. All Rights Reserved.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

We will not provide notice of nonrenewal if:

a. We, or another company within the same insurance group, have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

G. **Notice of Premium or Coverage Changes Upon Renewal**

If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the last mailing address known to us.

Any such notice will be mailed or delivered to you at least 45 days before:

a. The expiration date of this policy; or

b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

If notice is mailed:

a. It will be considered to have been given to you on the day it is mailed.

b. Proof of mailing will be sufficient proof of notice.

If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:

a. 45 days after notice is given; or

b. The effective date of replacement coverage obtained by you.

If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

We will not provide notice of the following:

a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or

b. Changes based upon the altered nature of extent of the risk insured; or

c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

© Copyright 2006 National Council on Compensation Insurance, Inc. All Rights Reserved.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005155

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 35 06 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

OKLAHOMA FRAUD WARNING ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Oklahoma is shown in Item 3.A. of the Information Page.

WARNING: **ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.**

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 35 06 04 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

OKLAHOMA ELECTION OF COVERAGE NOTIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

NOTICE: YOU HAVE THE OPTION TO ELECT TO INCLUDE, AS APPLICABLE, YOUR SOLE PROPRIETOR, ANY OR ALL OF YOUR PARTNERSHIP MEMBERS, ANY OR ALL OF YOUR LIMITED LIABILITY COMPANY MEMBERS, OR ANY OR ALL OF YOUR STOCKHOLDER-EMPLOYEES AS EMPLOYEES FOR THE PURPOSE OF WORKERS COMPENSATION INSURANCE COVERAGE BY ENDORSING THE POLICY IN ACCORDANCE WITH SECTION 3 OF TITLE 85 OF THE OKLAHOMA STATUTES.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 37 06 01 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

SPECIAL PENNSYLVANIA ENDORSEMENT – INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.I. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 37 06 02 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

NOTICE
INSURANCE CONSULTATION SERVICES EXEMPTION ACT

This notice is issued by that member of The Travelers Insurance Companies which issued your insurance policy and shall be attached to and become a part of your policy.

This Notice is provided to you pursuant to the law of the Commonwealth of Pennsylvania effective January 1, 1981 and known as the "Insurance Consultation Services Exemption Act", which generally provides that "the furnishing of, or failure to furnish, insurance consultation services related to, in connection with or incidental to a policy of insurance shall not subject the insurer, its agents, employees or service contractors to liability for damages from injury, death or loss occurring as a result of any act or omission by any person in the course of such services."

Such immunity does not apply: (I) where the injury occurred during the actual performance of consultation services and was caused by the negligence of the insurer; (II) with respect to consultation services performed pursuant to a written service contract not incidental to a policy of insurance; and (III) in any action against an insurer in which it is judicially determined that any act or omission resulting in damages constituted a crime, actual malice or gross negligence.

The Travelers may make such inspection in accordance with provisions of our policies.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005157

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 37 06 03 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PENNSYLVANIA ACT 86-1986 ENDORSEMENT NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, and RETURN OF UNEARNED PREMIUM

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
   a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   b. you fail to pay all premiums when due; or
   c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
   a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
   b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1a. and 1b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 37 06 04 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PENNSYLVANIA

EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "...the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation Supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry".

EMPLOYER ASSESSMENT FORMULA:

Employer	=	Act 57 of 1997 Employer	**X**	Employer Assessment
Assessment		Assessment Factor		Premium Base

Act 57 of 1997 Employer Assessment Factor
A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base
Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

Code 0938

EMPLOYER ASSESSMENT FACTOR	EMPLOYER ASSESSMENT
See info page	$ See info page

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005158

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 41 04 02 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Tennessee is shown in Item 3.A. of the Information Page.

The premium for the policy is determined (in part) by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc., and/or an assigned risk loss cost multiplier developed by the Tennessee Department of Commerce and Insurance.

A loss cost filing and/or a change to the assigned risk loss cost multiplier is being considered by the proper regulatory authority. The approval and/or modification of either (or both) may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 01 (F)

POLICY NUMBER: (TC2JUB-121D320-6-07)

TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION

B. Who Is Insured is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. State is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE-WORKERS COMPENSATION INSURANCE

E. Other Insurance is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. Payments You Must Make

This Section is amended by deleting the words "workers compensation" from number 4.

H. Statutory Provisions

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO-EMPLOYERS LIABILITY INSURANCE

C. Exclusions

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR-YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE-PREMIUM

A. Our Manuals is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. Remuneration

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. Final Premium

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX-CONDITIONS

A. Inspection is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. Transfer of Your Rights and Duties is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. Cancelation is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Workers' Compensation Commission.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 1 Oth day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of.
   a. Fraud in obtaining coverage;
   b. Misrepresentation of the amount of payroll for purposes of premium calculation;
   c. Failure to pay a premium when payment was due;
   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancelation of this policy effective when the other policy starts.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 01 (F)

POLICY NUMBER: (TC2JUB-121D320-6-07)

PART SEVEN-OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Workers' Compensation Commission. You may, in writing, elect to waive this notification requirement.

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (A) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

   ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXCUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

2. Operations:

   ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

4. Advance Premium: $

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 10 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

TEXAS SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

Pursuant to Section 406.097, Labor Code, sole proprietors, partner(s) or corporate executive officer(s) of the named insured are covered under this workers compensation policy, unless specifically excluded from coverage through an endorsement to the policy. Such persons may be named in the Schedule below and the premium basis for the policy shall include their remuneration.

For employees excluded from workers compensation coverage by law, an election has been made by or on behalf of each person described in "Others" in the Schedule to be subject to the workers compensation law of the state named in the Schedule. Such persons shall be named in the Schedule below and the premium basis for the policy shall include their remuneration.

Schedule

Persons	**State**
Sole Proprietor:	
Partners:	
Officers:	
Others: "ALL EXECUTIVE OFFICERS"	

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005161

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 04 07 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

TEXAS—AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT

Section D of Part Five of the policy is replaced by the following provision:

PART FIVE—PREMIUM

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 45 06 02 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement applies only to the Virginia insurance provided by the policy because Virginia is shown in item 3.A. of the Information Page.

For Virginia insurance Part Six.D. (Conditions-Cancelation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancelation, including the date of and reasons for the cancelation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancelation. We will provide the Workers Compensation Commission with immediate notice of such cancelation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancelation by you or us, you must provide 30 days written notice of the cancelation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005162

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 52 06 02 (01)

POLICY NUMBER: (TC2JUB-121D320-6-07)

HAWAII NOTIFICATION ENDORSEMENT

This endorsement applies to the insurance provided by this policy because Hawaii is shown in Item 3.A. of the Information Page.

Hawaii law requires that all policies issued to employers for workers compensation insurance disclose clearly to employers as separate figures the portion of the premium charged for categories (1) through (5) below. Category (6) is provided for informational purposes only so that the figures total 100% in Column A. These figures are provided below in column A as percentages of standard premium because rates are filed and approved on a standard premium basis. If the figures were not provided as percentages of standard premium, the percentages would vary by policy based on any premium discounts applied to the individual policy. Hawaii law also requires the disclosure of the percentages of premiums expended during the previous year by the insurer for claims paid in the same categories. These percentages are provided below in Column B based on the most recent available calendar year data. The figures in Column B may not total to 100% since premiums collected in any individual calendar year will not correspond exactly to the claims and expenses paid in that calendar year.

Category	A	B
(1) Medical care, services, and supplies	23.7%	36.4%
(2) Wage loss benefits including temporary total, temporary partial, and permanent total disability benefits and their related benefits	8.2%	12.6%
(3) Indemnity benefits for permanent partial disability	23.9%	36.8%
(4) Death benefits	0.4%	0.6%
(5) Loss control and administrative costs, attorney's fees of the insurer, the cost of employer requested medical examinations and private investigation costs	10.0%	(2.6)%
(6) Production costs, general expense, premium tax, Special Compensation Fund, miscellaneous tax, Hawaii Hurricane Relief Fund	33.8%	15.0%

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A8 (A)

POLICY NUMBER: (TC2JUB-121D320-6-07)

Endorsement Agreement
Limiting and Restricting This Insurance

The insurance under this policy is limited as follows:
It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Other Insurance for Temporary Employees Exclusion	Any temporary employee while working for you, whether or not the insurance carrier for the General Employer, although liable for compensation benefits, becomes insolvent, unless the employee was on your payroll at the time of injury.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by the policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

Applicable to and forming part of Policy No. _____

Issued by the _____

To _____ of _____

Dated at _____ this _____ day of _____ 200____

Countersigned _____

Failure to secure the payment of full compensation benefits for ALL EMPLOYEES as required by Labor Code Section 3700 is a violation of law and may subject the Employer to the imposition of a Work Stop Order, large fines and other substantial penalties (Labor Code Section 3710.1, et seq.)

DATE OF ISSUE: 01-26-07 ST ASSIGN:

005163

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 J1 (00)

POLICY NUMBER: UB (TC2JUB-121D320-6-07)

TEXAS AMENDATORY ENDORSEMENT

As respects Texas exposures, the WORKERS COMPENSATION DEDUCTIBLE ENDORSEMENT is amended as follows:

Section C.1.(b) is replaced by the following:

The aggregate will not be reduced if:

(b) the policy or this endorsement is canceled by you before the end of the policy period.

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 46 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page. Exclusion C., 1., of Part Two (Employers Liability) of the policy is replaced by the following:

C. Exclusions

1. is replaced by:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 47 (00) – 001

POLICY NUMBER: (TC2JUB-121D320-6-07)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

90

DATE OF ISSUE: 01-26-07 ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 17 03 03 (00)

POLICY NUMBER: (TC2JUB-121D320-6-07)

LOUISIANA DUTY TO DEFEND ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Louisiana is shown in Item 3.A. of the Information Page.

The duty to defend provisions of the policy is replaced by this provision.

Part Two – Employer's Liability

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgment or settlement.

PRODUCER COPY

TRAVELERS

Re: St. Paul Travelers Medical Provider Network (MPN) Plan

Dear Policyholder:

As your Workers Compensation insurer, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (St. Paul Travelers) is pleased to include your Company in our California Medical Provider Network (MPN) Plan. Our program is designed to make sure that every employee who has a work-related injury obtains medical care quickly, is treated appropriately, and safely returns to work as soon as medically possible. Together, we can better manage your Workers Compensation claims within the MPN.

The employer's role is very important to the success of the MPN program. To achieve the benefits of the program, we request that you educate your Employees about the MPN in order to comply with California State regulations. Please read this information carefully, failure to follow the notification requirements below may jeopardize your ability to obtain lifetime medical control of claims for work related injuries.

You are requested to do the following:

1. Distribute to each of your Employees the MPN Notice in English and Spanish (enclosed).
2. In order to ensure that all Employees receive the initial Notice we recommend that you document provision of this form in one of the following ways (whichever works best for your company);
    A. Have the employee sign and date the attached acknowledgment form indicating they received the attached documents. Retain the acknowledgement in the personnel file.
    B. Hold a general meeting to distribute the form and have each employee sign in. Distribute the Notice at the meeting and retain the acknowledgement forms.
    C. Attach to a paycheck and have them sign they received the information.
3. The MPN Notice should be included in your "New Hire Package".
4. Make sure your Management staff has instructions on how to access the MPN Medical Provider directory via http://www.mywcinfo.com/geosite.html
5. Select an Occupational Medicine Clinic, Urgent Care Clinic, or, an Acute Care Hospital from the MPN to serve as your designated initial injury treatment facilities for each Plant/Location. Contact this facility and inform them that you are participating in the St. Paul Travelers Medical Provider Network Plan. Update the Posting Notices to include the name, address, and phone number of the facility.
6. Review your procedures for handling work-related injuries, your modified duty policy, and your safety committee operation with your Management staff.

We believe the MPN program will provide better overall workers' compensation outcomes for you as an employer. If you have questions or prefer not take advantage of the MPN benefits contact your St. Paul Travelers representative. If you should have any general questions, please contact the MPN Coordinator at (800) 287-9682.

Sincerely,

St. Paul Travelers

Enclosures

W04NGB06

005166

NOTICE OF NEW WORKERS' COMPENSATION PROGRAM:
Medical Provider Network

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer will provide this medical care by using a Workers' Compensation Medical Provider Network (MPN). This notification describes the program and your rights in choosing medical care for work related injuries and illnesses.

What is a Medical Provider Network (MPN)?

A Medical Provider Network is a group of health care providers (physicians and other types of providers) that will manage and direct any medical care you receive if you are injured on the job.
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (St. Paul Travelers) uses First Health, a national managed-care company, whose network of providers has been approved by the Division of Workers' Compensation's (DWC) Administrative Director to treat workers injured on the job. The providers in the MPN specialize in work related injuries and meet access to care standards for common occupational injuries and work-related illnesses.

The MPN access standards require the MPN to provide at least three physicians of each specialty expected to treat worker's compensation injuries. The MPN has primary treating providers within 15 miles or 30 minutes and specialty care providers within 30 miles or 60 minutes from either your work or residence. The MPN also provides that you will be able to get an appointment for non-emergency services within 3 business days and for specialist services within 20 business days following St. Paul Travelers receipt of request for treatment. Further, the regulations require MPN providers to use medical treatment guidelines adopted by the DWC in making any decisions related to medical care or treatment. In the event that you need medical care in connection with a workers' compensation claim, it is likely that you will receive this care from providers within the MPN.

How do I find out which doctors are in the MPN?

You may contact:

St. Paul Travelers MPN Team
800-287-9682

This team will be able to answer your questions about the MPN and help you find the names of MPN providers or help you if you are having trouble getting an appointment with an MPN provider. There are several methods for locating MPN providers. You may:

- Contact your Case Manager (Claim or Medical)
- Contact the MPN Team above
- Contact your employer
- Log on to the website at: www.mywcinfo.com
    - Click on Injured Employee Info square
    - Click on the Network Medical Provider square, then follow the prompts

What happens if I get injured at work?

If you incur a work-related injury or illness that is an emergency either call 911 or go to the nearest emergency medical center. You should notify your employer as soon as possible following any emergency treatment. If your injury or illness is not an emergency, notify your employer that you have a work-related injury. Your employer or insurer will arrange an initial appointment with a doctor with in the MPN.

How do I choose a provider?

After the first visit with an MPN provider for your work-related injury or illness, you may continue treatment with this doctor or you may choose another provider from within the MPN that is appropriate to treat your injury. If needed, you may choose a specialist or ask the treating doctor to refer you to a specialist for treatment. If you need help in choosing a doctor or have trouble getting an appointment with a doctor within the MPN, contact your Case Manager or the MPN Team who will assist you.

What if there are no providers in my area?

The MPN has providers available within the entire state of California. If you find there is not an appropriate treating physician or specialist available in your area, please contact your Case Manager or the MPN Team for assistance. You may have the right to see a specialist outside of the MPN in this case.

What if I am temporarily working or traveling outside of the MPN geographic service area?

If your employer has authorized you to temporarily work or travel for work outside the MPN geographic service area and the need for non-emergency medical care arises, you may treat with a provider of your choice. You may also contact the MPN Team or Case Manager for assistance in locating the appropriate medical care in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am permanently or temporarily residing outside of the MPN geographic service area?

If you are a former employee whose employer has ongoing workers' compensation obligations and who permanently resides outside of the MPN geographic service area and the need for non-emergency medical care arises, you may treat with a provider of your choice. You may also contact your Case Manager for assistance in locating the appropriate medical care in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

If you are an injured employee who decides to temporarily reside outside of the MPN geographic service area during your recovery and the need for non-emergency medical care arises, contact your primary treating physician within the MPN or Case Manager for assistance in obtaining a list of providers in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am already being treated for a work-related injury before the MPN begins?

If your current treating doctor is a member of the St. Paul Travelers MPN program, then you may continue to treat with this doctor and your treatment will be under the MPN. If your current treating doctor is not or is not allowed to become a member of the MPN, then you may be sent to a MPN doctor for treatment. If this occurs, you will be sent a letter and your doctor will also be notified.

St. Paul Travelers has a "Transfer of Care" policy that describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the MPN. A copy of the "Transfer of Care" policy will be made available upon request.

If your current non-MPN treating doctor becomes an MPN provider, then you and your provider will be notified in writing by St. Paul Travelers that your treatment will now be provided under the provisions of the MPN.

You will not be transferred to a doctor in the MPN if your injury or illness meets any of the following conditions:

(a) Acute The treatment for your injury or illness is expected to be completed within 90 days.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. Once it has been determined that you have a serious chronic condition, you may be allowed to continue treatment by your current physician for up to one year, until a safe transfer of care can be made. The one year period for the completion of treatment starts from the date you receive notification of determination that you have a serious chronic condition.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. If it is determined that you have such an illness, you will be allowed to treat with the current provider for the duration of the terminal illness.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers that will occur within 180 days of the MPN effective date.

If St. Paul Travelers is going to transfer your care you and your physician will be notified in writing. If you disagree with the transfer of care, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above. Your treating physician must respond to your request within 20 calendar days. If your treating physician fails to issue the report, then the determination made by St. Paul Travelers shall apply.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify your Case Manager if you disagree with this report. If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor states that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Until you are transferred into the MPN, your treating physician may make referrals for additional care to providers within or outside the MPN.

What if I am being treated by a MPN provider and the provider leaves the MPN?

If your physician stops participating in the MPN, your Case Manager will advise you on your options for continued treatment based on the approved St. Paul Travelers' Continuity of Care Plan. Please contact your Case Manager for questions or advice on your options. A copy of the "Continuity of Care" Plan will be made available upon request.

If your provider is no longer in the MPN because the MPN terminated his or her contract for issues relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to continue treatment with that provider and you will be required to choose a provider within the MPN.

If your provider has been terminated for another reason, St. Paul Travelers will contact you and your provider in order to determine rights and responsibilities to complete treatment with the terminated provider. If you have one of the following conditions, you may qualify to continue treating with your treating provider even though the provider has terminated the MPN:

(a) An acute condition Your medical condition involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a duration of less than 90 days. St. Paul Travelers will authorize completion of the treatment for the duration of the acute condition, subject to the provider's cooperation as described below.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. St. Paul Travelers will authorize completion of treatment for a serious chronic condition that will not exceed 12 months from the contract termination date, subject to the provider's cooperation as described below.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. St. Paul Travelers will authorize completion of treatment for the duration of a terminal illness, subject to the provider's cooperation as described below.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract termination date. St. Paul Travelers will affirm authorization for continued treatment as described in this paragraph subject to the provider's cooperation as described below.

If you qualify under one of the above listed treatment conditions and request to continue to treat with the terminated provider, St. Paul Travelers will contact the provider to affirm the provider's willingness and capability to continue treatment under the same contractual terms and conditions that existed prior to termination. If the provider is unwilling or incapable of continuing treatment, St. Paul Travelers will advise you to seek treatment from another provider within the MPN. In such circumstances, St. Paul Travelers will not be obligated to authorize continued services beyond the contract termination date, and will communicate the timeframe they will be authorized to continue treatment with the terminated provider.

If you have chosen to continue treatment with the terminated provider and the provider has agreed to continue to treat, St. Paul Travelers will be responsible for payment of completion of the medically necessary treatment. St. Paul Travelers will not be responsible for unauthorized treatment.

If you choose not to continue with the terminated provider, you will be advised of how to choose a new provider within the MPN.

If St. Paul Travelers has determined that no further treatment will be authorized with the terminated physician and you disagree, you may ask your treating doctor for a report that addresses whether you have one of the condi-

tions listed above. Your treating physician must respond to your request within 20 calendar days. If your treating physician fails to issue the report, then the determination made by St. Paul Travelers shall apply.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. If your treating doctor agrees that your condition does not meet one of those medical conditions listed above, you shall choose a new provider from within the MPN until the dispute is resolved. If the treating physician does not agree with St. Paul Travelers' determination that you do not meet one of the medical conditions listed above, you shall continue to treat with the terminated provider until the dispute is resolved.

What if I disagree with my doctor about medical treatment?

If you disagree with either the diagnosis or treatment prescribed by your treating provider, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact your Case Manager (either orally or in writing) and tell them you want a **second opinion**. The Case Manager will make sure that you have a regional area listing of MPN providers, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a second opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the second opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. You may request a copy of the medical records that are sent to the second opinion provider. If the second opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

After you receive the second opinion, if you still disagree with the diagnosis or treatment, you may seek a **third opinion** from another appropriate MPN provider. If you want a third opinion, you must contact your Case Manager (either orally or in writing) and tell them you want a third opinion. The Case Manager will make sure that you have a regional area listing of MPN providers, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the third opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. You may request a copy of the medical records that are sent to the third opinion provider. If the third opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection.

You may obtain any recommended treatment indicated by the second and/or third opinion physician(s) by either changing physicians to the second opinion physician, third opinion physician, or other physician within the MPN.

If after the third opinion, you still disagree with your provider's diagnosis or treatment of your illness or injury, you may ask for an **Independent Medical Review** (IMR). Your Case Manager will have given you the information on requesting an IMR and provided you with the IMR Application at the time you request a third opinion.

An IMR will be performed by a provider outside of the MPN who will be selected by the DWC Administrative Director based upon the specialty of the treating provider and other information submitted with the IMR Application. The provider will be selected to conduct an independent assessment of your dispute.

If the IMR provider does not agree with your treating provider's diagnosis or treatment of your illness or injury, you can receive treatment from either an MPN provider or a non-MPN provider. If you choose a provider that is outside the MPN, the treatment you receive from that provider can only be for the treatment or diagnostic service recommended by the IMR provider. Once any treatment provided to you related to the disputed diagnosis or treatment is completed, you must seek any further care from an MPN provider.

What if I have questions or need help?

You may always contact your Case Manager or the MPN Team if you need help or further explanation about your medical treatment if you have a work-related injury or illness. The St. Paul Travelers MPN Team can be reached at 800-287-9682.

DWC Information & Assistance Officer: If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call Information and Assistance Officer at the Division of Workers' Compensation at 1-800-736-7401.

Independent Medical Review: If you have questions about the Independent Medical Review process or the Independent Medical Reviewer, you may contact the Division of Workers' Compensation's Medical Unit at:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 or (800) 794-6900

Keep this information in case you have a work-related injury or illness.

PRODUCER COPY

ACKNOWLEDGEMENT OF RECEIPT OF MPN INFORMATION

I acknowledge that I have received information regarding my employer's use of a Medical Provider Network for Workers' Compensation claims.

_____
Employee's Name (please print)

_____ _____
Employee's Signature Today's Date

Employer: Please place in Employee's Personnel file

AVISO DEL NUEVO PROGRAMA DE COMPENSACIÓN DEL TRABAJADOR PARA EMPLEADOS:
Medical Provider Network (MPN) Cadena o Red de Proveedores de Medicina

La ley de California requiere que su patrón o compañía de empleo le de y pague el tratamiento médico si se dañan o lesionan en el trabajo. Su patrón /compañía de trabajo le asistirá el tratamiento médico por medio del programa (MPN). Esta notificación describe el programa y sus derechos en elegir la asistencia médica para enfermedades y lesiones relacionadas con su trabajo.

¿Qué es la Red de Proveedores Médicos ("MPN")?

Una Red de Proveedores Médicos ("MPN") es un grupo de proveedores de atención médica (médicos y otros tipos de proveedores) que estarán a cargo y dirigirán toda atención médica que reciba si usted se lesiona en el trabajo. TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (St. Paul Travelers) utiliza a First Health, una compañía nacional de administración de atención médica cuya red de proveedores ha sido aprobada por el Director Administrativo de la Secretaría de Indemnización Laboral ("DWC", por sus siglas en inglés) para proporcionar tratamiento a los trabajadores que se lesionan en el trabajo. Los profesionales de la Red de Proveedores Médicos ("MPN") se especializan en lesiones relacionadas con el trabajo y satisfacen las normas de acceso a los cuidados convencionales para las lesiones ocupacionales y enfermedades relacionadas con el trabajo.

Las normas de acceso a la Red de Proveedores Médicos ("MPN") requieren que dicha Red de Proveedores Médicos ("MPN") proporcione por lo menos tres médicos de cada especialidad que se ocupan de tratar lesiones en concepto de indemnización laboral. La Red de Proveedores Médicos ("MPN") cuenta con proveedores de atención primaria dentro de un área de 15 millas o a 30 minutos de distancia y con proveedores especialistas dentro de un área de 30 millas o a 60 minutos de distancia de su residencia o trabajo. La Red de Proveedores Médicos ("MPN") también facilita que usted pueda concertar una cita para obtener servicios que no sean de emergencia dentro de un período de 3 días hábiles y para los servicios de especialistas dentro de un período de 20 días hábiles posterior a que St. Paul Travelers reciba el pedido de tratamiento. Además, las regulaciones requieren que la Red de Proveedores Médicos ("MPN") utilicen las pautas de tratamiento médico adoptadas por la Secretaría de Indemnización Laboral ("DWC") al tomar cualquier decisión relacionada con los cuidados o tratamiento médico. Si usted necesita cuidados médicos relacionados con un reclamo de indemnización laboral, es posible que reciba estos cuidados de parte de proveedores que se encuentran dentro de la Red de Proveedores Médicos ("MPN").

¿Cómo hago para saber qué doctores forman parte de la Red de Proveedores Médicos ("MPN")?

Usted podrá comunicarse con:

El Equipo de la Red de Proveedores Médicos de St. Paul Travelers

800-287-9682

Este equipo podrá responder sus preguntas con respecto a la Red de Proveedores Médicos ("MPN") y ayudarle a encontrar los nombres de proveedores de la Red de Proveedores Médicos ("MPN") o ayudarle si usted está teniendo dificultad para obtener una cita con un proveedor de la Red de Proveedores Médicos ("MPN"). Hay varios medios para localizar a los proveedores de la Red de Proveedores Médicos ("MPN"). Usted podrá:

- Comunicarse con el(la) Administrador(a) de su Caso (Reclamo o Médico)
- Comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") anteriormente mencionado
- Comunicarse con su empleador
- Dirigirse al sitio en la red: www.mywcinfo.com
  - Pulse el casillero: "Empleado Lesionado"
  - Pulse el casillero Proveedor Médico de la Red, luego siga las indicaciones

¿Qué sucede si me lastimo en el trabajo?

Si usted resulta lesionado(a) o sufre de una enfermedad relacionada con su trabajo que es de emergencia, llame al 911 o bien diríjase al centro de emergencias médicas más cercano.

Usted deberá notificar a su empleador lo antes posible después de haber recibido tratamiento de emergencia. Si su lesión o enfermedad no es de emergencia, notifique a su empleador que usted ha sufrido una lesión

relacionada con su trabajo. Su empleador o asegurador hará los arreglos para una cita inicial con un doctor de la Red de Proveedores Médicos ("MPN").

¿Cómo hago para seleccionar a un proveedor?

Después de la primera visita con un proveedor de la Red de Proveedores Médicos ("MPN") debido a su lesión o enfermedad relacionada con el trabajo, usted podrá continuar recibiendo tratamiento de parte de este doctor o podrá seleccionar a otro proveedor de la Red de Proveedores Médicos que resulte apropiado para tratar su lesión. De ser necesario, usted podrá seleccionar a un especialista o solicitar que el doctor a cargo de su tratamiento le recomiende a un especialista. Si usted necesita ayuda para seleccionar a un doctor o si tiene dificultad para obtener una cita con un doctor de la Red de Proveedores Médicos ("MPN"), comuníquese con su Administrador(a) del Caso o con el equipo de la Red de Proveedores Médicos ("MPN") para que le presten ayuda.

¿Qué sucede si no hay proveedores en mi área?

La Red de Proveedores Médicos ("MPN") cuenta con proveedores disponibles dentro de todo el estado de California. Si usted encuentra que no hay un médico o especialista apropiado disponible para que le proporcione tratamiento en su área, por favor, comuníquese con el(la) Administrador(a) de su Caso o con el Equipo de la Red de Proveedores Médicos para obtener asistencia. Es posible que en este caso, usted tenga derecho a ver a un especialista que no pertenezca a la Red de Proveedores Médicos ("MPN").

¿Qué sucede si estoy trabajando o viajando fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN")?

Si su empleador le ha autorizado a trabajar o viajar de forma temporaria fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") por motivos de trabajo y surge la necesidad de obtener cuidados médicos que no son de emergencia, usted podrá obtener tratamiento de parte de un proveedor de su elección. Además, usted podrá comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") o con el Administrador de su Caso para que le ayuden a obtener los cuidados médicos apropiados dentro de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

¿Qué sucede si yo estoy residiendo de forma permanente o temporal fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN")?

Si usted es un ex empleado cuyo empleador todavía tiene obligaciones para con usted de indemnización laboral y usted reside de forma permanente fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") y surge la necesidad de obtener atención médica que no sea de emergencia, usted podrá recibir tratamiento de parte de un proveedor de su elección. Además, usted podrá comunicarse con el(la) Administrador(a) de su caso para que le ayude a obtener los cuidados médicos apropiados dentro de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

Si usted es un(a) empleado(a) lesionado(a) que durante su recuperación decide residir de forma temporal fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") y surge la necesidad de obtener atención médica que no sea de emergencia, comuníquese con el médico primario a cargo de su tratamiento perteneciente a la Red de Proveedores Médicos ("MPN") o con el(la) Administrador(a) de su Caso para que le ayuden a obtener una lista de los proveedores de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

¿Qué sucede si yo ya estoy recibiendo tratamiento debido a una lesión relacionada con el trabajo antes del inicio de la Red de Proveedores Médicos ("MPN")?

Si el doctor a cargo de su tratamiento actual es miembro del programa de la Red de Proveedores Médicos ("MPN") de St. Paul Travelers, entonces, usted podrá continuar el tratamiento con este doctor y su tratamiento se encontrará amparado por la Red de Proveedores Médicos ("MPN"). Si el doctor a cargo de su tratamiento actual no es miembro o no se le permite convertirse en miembro de la Red de Proveedores Médicos ("MPN"), entonces, es posible que a usted se el envíe a un doctor de la Red de Proveedores Médicos ("MPN") para que reciba tratamiento. Si este fuera el caso, a usted se le enviará una carta y su doctor también será notificado.

St. Paul Travelers cuenta con un plan para "Transferencia de Atención Médica" que describe qué es lo que ocurrirá si usted está recibiendo tratamiento en la actualidad debido a una lesión relacionada con el trabajo con un médico que no es miembro de la Red de Proveedores Médicos ("MPN"). Una copia del plan para "Transferencia de Atención Médica" se pondrá a su disposición si usted lo solicita.

Si el doctor a cargo de su tratamiento actual que no pertenece a la Red de Proveedores Médicos ("MPN") se convierte en un proveedor de dicha red, entonces, usted y su proveedor recibirán notificación escrita de parte de St. Paul Travelers indicando que su tratamiento ahora se proporcionará de conformidad con las disposiciones de la Red de Proveedores Médicos ("MPN").

Usted no será transferido(a) a un doctor de la Red de Proveedores Médicos ("MPN") si su lesión o enfermedad reune cualquiera de las siguientes condiciones:

(a) Grave El tratamiento de una lesión o enfermedad que se anticipa se resolverá dentro de un período de 90 días.

(b) Crónica Grave Su lesión o enfermedad es de índole grave y persiste sin cura total o empeora a lo largo de un período de 90 días y requiere tratamiento continuo. Una vez que se ha determinado que sufre de una condición crónica grave, es posible que a usted se le permita continuar su tratamiento con su médico actual durante un período que no deberá exceder un año, hasta que se pueda realizar una transferencia de cuidados de forma segura. El período de un año para completar el tratamiento se inicia a partir de la fecha en la que recibe notificación que se ha determinado que usted sufre de una condición crónica grave.

(c) Enfermedad Terminal Usted sufre de una enfermedad o lesión incurable o irreversible que probablemente le ocasionará la muerte dentro de un período de un año o menos. Si se determina que sufre de tal enfermedad, a usted se le permitirá recibir tratamiento de parte de su proveedor actual mientras dure dicha enfermedad terminal.

(d) Cirugía u otro procedimiento pendiente St. Paul Travelers ya le ha dado autorización para una cirugía u otro procedimiento a llevarse a cabo dentro de un período de 180 días contados a partir de la fecha de vigencia de la Red de Proveedores Médicos ("MPN").

Si St. Paul Travelers va a transferir sus cuidados, usted y su médico recibirán notificación escrita. Si no está de acuerdo con la transferencia de cuidados, usted podrá solicitar que el médico a cargo de su tratamiento le proporcione un informe que indique si usted satisface alguna de las categorías mencionadas anteriormente. El médico a cargo de su tratamiento debe responder a su pedido dentro de un período de 20 días calendarios. Si el médico a cargo de su tratamiento no entrega el informe, será la determinación tomada por St. Paul Travelers la que regirá.

Si St. Paul Travelers o usted no está(n) de acuerdo con el informe del doctor a cargo de su tratamiento, esta disputa se resolverá en virtud del artículo 4062 del Código de Trabajo. Usted debe notificar a el(la) Administrador(a) de su Caso si no está de acuerdo con este informe. Si el doctor a cargo de su tratamiento concuerda que su condición no satisface lo mencionado anteriormente, la transferencia de cuidados seguirá adelante mientras usted continúa estando en desacuerdo con la decisión. Si el doctor a cargo de su tratamiento indica que su condición no satisface lo indicado anteriormente, usted podrá continuar recibiendo tratamiento de parte de dicho médico hasta que se resuelva la disputa.

El médico a cargo de su tratamiento lo podrá derivar a proveedores para que le proporcionen cuidados adicionales dentro o fuera de la Red de Proveedores Médicos ("MPN") hasta que a usted se le transfiera a dicha red.

¿Qué sucede si yo estoy recibiendo tratamiento de un proveedor de la Red de Proveedores Médicos ("MPN") y el proveedor abandona dicha red?

Si su médico deja de participar de la Red de Proveedores Médicos ("MPN"), el(la) Administrador(a) de su Caso le indicará cuáles son sus opciones con respecto a la continuación del tratamiento en base al Plan de Continuidad de Atención Médica aprobado por parte de St. Paul Travelers. Por favor, comuníquese con el(la) Administrador(a) de su Caso para hacer preguntas con respecto a sus opciones. Una copia del "Plan de Continuidad de Atención Médica" se pondrá a su disposición si usted lo solicita.

Si su proveedor ya no pertenece a la Red de Proveedores Médicos ("MPN") debido a que dicha red ha rescindido su contrato por asuntos relacionados con causas o motivos médicos de índole disciplinaria, fraude o actividad delictiva, a usted no se le permitirá que continúe recibiendo tratamiento de parte de ese proveedor y se le requerirá que elija a un proveedor participante de la Red de Proveedores Médicos ("MPN").

Si su proveedor ha sido rescindido por algún otro motivo, St. Paul Travelers se comunicará con usted y con su proveedor para poder determinar los derechos y responsabilidades para completar el tratamiento con el proveedor rescindido. Si usted sufre de alguna de las siguientes condiciones, es posible que reúna los requisitos para continuar recibiendo tratamiento del proveedor que está a cargo del mismo, a pesar de que el proveedor ha rescindido su relación laboral con la Red de Proveedores Médicos ("MPN"):

(a) Una enfermedad o lesión grave Su dolencia implica el inicio repentino de síntomas ocasionados por una enfermedad, lesión u otro problema médico que requiere atención médica sin demoras y cuya duración es inferior a los 90 días. St. Paul Travelers autorizará que se complete el tratamiento mientras dure dicha condición de gravedad sujeta a la cooperación del proveedor de acuerdo a lo que se describe a continuación.

(b) Crónica grave Su lesión o enfermedad es de índole grave y persiste sin cura total o empeora durante un período de 90 días y requiere tratamiento continuo. St. Paul Travelers autorizará que se complete el tratamiento de una condición crónica grave que no exceda los 12 meses contados a partir de la fecha de rescisión del contrato sujeto a la cooperación del proveedor según lo que se indica a continuación.

(c) Enfermedad terminal Usted tiene una condición incurable o irreversible que tiene altas probabilidades de ocasionar la muerte dentro de un período de un año o menos. St. Paul Travelers autorizará que se complete el tratamiento mientras dure la enfermedad terminal, sujeto a la cooperación del proveedor, según se describe a continuación.

(d) Cirugía u otro procedimiento pendiente St. Paul Travelers ya ha autorizado una cirugía u otro procedimiento como parte de un curso de tratamiento documentado y que ha sido recomendado y documentado por parte del proveedor a llevarse a cabo dentro de un período de 180 días contados a partir de la fecha de rescisión del contrato. St. Paul Travelers reafirmará la autorización para la continuación del tratamiento sujeto a la cooperación del proveedor según lo que se describe a continuación.

Si su caso reúne alguna de las condiciones de tratamiento enumeradas anteriormente y solicita continuar su tratamiento con el proveedor rescindido, St. Paul Travelers se comunicará con el proveedor para confirmar la intención y capacidad del proveedor de continuar el tratamiento de acuerdo a los mismos términos y condiciones contractuales que existían antes de la rescisión. Si el proveedor no está dispuesto o es incapaz de continuar a cargo del tratamiento, St. Paul Travelers le aconsejará al trabajador lesionado que solicite tratamiento de parte de otro proveedor dentro de la Red de Proveedores Médicos ("MPN"). En dichas circunstancias, St. Paul Travelers no estará obligado a autorizar la continuación de servicios más allá de la fecha de rescisión del contrato y le comunicará el período de tiempo durante el cual tendrá autorización para continuar recibiendo tratamiento de parte del proveedor rescindido.

Si usted ha optado por continuar su tratamiento con el proveedor rescindido y el proveedor ha prestado su consentimiento para proporcionar el tratamiento, St. Paul Travelers será responsable del pago para completar el tratamiento que resulta necesario desde un punto de vista médico. St. Paul Travelers no será responsable de tratamientos que no hayan sido autorizados.

Si opta por no continuar con el proveedor rescindido, a usted se le indicará el modo de elegir otro proveedor nuevo dentro de la Red de Proveedores Médicos ("MPN").

Si St. Paul Travelers decide que no se autorizará tratamiento adicional por parte del médico rescindido y usted no está de acuerdo, usted podrá solicitar que su doctor proporcione un informe que indique si usted satisface alguna de las condiciones enumeradas anteriormente. El médico a cargo de su tratamiento debe responder a su solicitud dentro de un período de 20 días calendarios. Si el médico a cargo de su tratamiento no presenta el informe, la decisión de St. Paul Travelers será la que regirá.

Si St. Paul Travelers o usted no están de acuerdo con el informe del doctor a cargo del tratamiento, esta disputa se resolverá en virtud del artículo 4062 del Código de Trabajo. Si el doctor a cargo de su tratamiento está de acuerdo con que su condición no satisface alguna de las condiciones médicas indicadas anteriormente, usted

deberá elegir a un nuevo proveedor que pertenezca a la Red de Proveedores Médicos ("MPN") hasta la resolución de la disputa. Si el médico a cargo del tratamiento no está de acuerdo con la decisión de St. Paul Travelers en cuanto a que no satisface ninguna de las condiciones médicas enumeradas anteriormente, usted continuará recibiendo tratamiento de parte del proveedor rescindido hasta que se resuelva la disputa.

¿Qué sucede si yo no estoy de acuerdo con mi doctor acerca del tratamiento médico?

Si usted no está de acuerdo con el diagnóstico o con el tratamiento indicado por el proveedor a cargo del mismo, usted podrá solicitar una segunda opinión de parte de otro doctor que forme parte de la Red de Proveedores Médicos ("MPN"). Si usted desea una segunda opinión, deberá comunicarse con el(la) Administrador(a) de su Caso (tanto verbalmente como por escrito) e indicarle que usted desea una **segunda opinión**. El(la) Administrador(a) del caso se asegurará de que usted tenga una lista de proveedores de la Red de Proveedores Médicos ("MPN") del área de la que elegir en base a la especialidad o experiencia reconocida para tratar la lesión o condición en particular. Luego usted podrá seleccionar a un doctor de la lista de la Red de Proveedores Médicos ("MPN"), hacer una cita dentro de un período de 60 días de haber recibido la lista de proveedores de la MPN y notificar al Administrador(a) de su Caso acerca de la fecha de su cita. Si no hace la cita dentro de un período de 60 días después de haber recibido la lista de proveedores de la Red de Proveedores Médicos ("MPN"), a usted no se le permitirá obtener una segunda opinión con respecto a este diagnóstico o tratamiento disputado del médico que le está proporcionando el tratamiento.

Una vez que se le notifique acerca de la fecha de la cita, el(la) Administrador(a) de su Caso se comunicará con el médico seleccionado para proporcionar la segunda opinión e informarle acerca de la índole de la disputa y de su papel en la misma, y proporcionarle los archivos médicos necesarios para su consideración. Usted podrá solicitar que se le envíe una copia de los archivos médicos que se le envían al proveedor que proporcionará la segunda opinión. Si el proveedor a cargo de la segunda opinión que usted selecciona considera que la lesión o enfermedad se encuentra fuera del tipo de lesión o enfermedad para la que él o ella proporciona tratamiento, la oficina del proveedor le notificará al Administrador(a) del Caso y usted recibirá una lista nueva de proveedores de la Red de Proveedores Médicos ("MPN") de la cual podrá volver a elegir. Durante este proceso, a usted se le requerirá que continúe con el médico a cargo de su tratamiento o con el médico de su elección que pertenezca a la Red de Proveedores Médicos ("MPN").

Una vez que recibe la segunda opinión, si usted continúa en desacuerdo con el diagnóstico o tratamiento, usted podrá solicitar una **tercera opinión** de parte de otro proveedor apropiado perteneciente a la Red de Proveedores Médicos ("MPN"). Si desea una tercera opinión, usted debe comunicarse con el(la) Administrador(a) de su Caso (tanto de forma verbal como escrita) e informarle que usted desea una tercera opinión. El(la) Administrador(a) de su Caso se asegurará de que tenga una lista de la cual pueda elegir proveedores de la Red de Proveedores Médicos ("MPN") de su área que se base en la especialidad o experiencia reconocida en el tratamiento de la lesión o condición en cuestión. Luego, usted podrá seleccionar a un doctor de la lista de la Red de Proveedores Médicos ("MPN"), hacer una cita dentro de un período de 60 días contados a partir de la fecha en la que se reciba la lista de proveedores de la "MPN" y notificar al Administrador(a) del Caso acerca de la fecha de su cita. Si no hace una cita dentro de los 60 días de haber recibido la lista de proveedores de la Red de Proveedores Médicos ("MPN"), a usted no se le permitirá obtener una tercera opinión con respecto a este diagnóstico o tratamiento disputado de parte de este médico.

Cuando reciba notificación de la fecha de la cita, el(la) Administrador(a) de su caso se comunicará con el médico seleccionado para que proporcione la tercera opinión y le informará acerca de la índole de la disputa y de su papel en la misma y le proporcionará todos los archivos médicos necesarios para su consideración. Usted podrá solicitar una copia de los expedientes médicos que se le envíen al proveedor a cargo de la tercera opinión. Si el proveedor a cargo de la tercera opinión que usted elija decide que su lesión o enfermedad se encuentra fuera del tipo de lesión o enfermedad para la que él o ella normalmente proporciona tratamiento, la oficina del proveedor le notificará al Administrador(a) de su Caso y usted recibirá una lista nueva de proveedores de la MPN de la cual podrá volver a elegir.

Usted podrá obtener todo tratamiento recomendado que le haya indicado el o los médicos a cargo de la segunda y/o tercera opinión y cambiar al médico que dio la segunda opiniòn o la tercera opinión o a cualquier otro médico que se encuentre dentro de la Red de Proveedores Médicos ("MPN").

Si después de la tercera opinión, usted sigue no estando de acuerdo con el diagnóstico o tratamiento de su enfermedad o lesión, usted podrá solicitar una **Revisión Médica Independiente** ("IMR", por sus siglas en inglés). El(la) Administrador(a) de su Caso le proporcionará la información para solicitar la Revisión Médica Independiente y dará la Solicitud en el momento de solicitar una tercera opinión.

Un proveedor que no pertenece a la Red de Proveedores Médicos estará a cargo de la Revisión Médica Independiente ("IMR") y dicho médico será seleccionado por parte del Director Administrativo de la Secretaría de Indemnización Laboral ("DWC") en base a la especialidad del proveedor a cargo del tratamiento y de otra información presentada con la Solicitud de la Revisión Médica Independiente ("IMR"). Se seleccionará al proveedor para que lleve a cabo una evaluación independiente de su disputa.

Si el proveedor a cargo de la Revisión Médica Independiente ("IMR") no está de acuerdo con el diagnóstico o tratamiento del proveedor a cargo de su lesión o enfermedad, usted podrá recibir tratamiento de parte de un proveedor de la Red de Proveedores Médicos ("MPN") o de un proveedor que no pertenezca a la "MPN". Si elige a un proveedor que no pertenece a la Red de Proveedores Médicos ("MPN"), el tratamiento que usted reciba de dicho proveedor consistirá solamente del servicio de tratamiento o de diagnóstico recomendado por el proveedor a cargo de la Revisión Médica Independiente ("IMR"). Una vez completado todo tratamiento con respecto a su diagnóstico o tratamiento disputado, usted debe solicitar cuidados adicionales de parte de un proveedor de la Red de Proveedores Médicos ("MPN").

¿Qué sucede si deseo hacer alguna pregunta o necesito ayuda?

Usted podrá comunicarse con el Administrador de su Caso o con el Equipo de la Red de Proveedores Médicos ("MPN") en cualquier momento si necesita ayuda o una explicación adicional con respecto a su tratamiento médico cuando sufre una lesión o enfermedad relacionada con el trabajo. Usted puede comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") de St. Paul Travelers llamando al 800-287-9682.

Funcionario de Información y Asistencia de la Secretaría de Indemnización Laboral ("DWC"): Si tiene alguna inquietud, queja o preguntas con respecto a la Red de Proveedores Médicos, el proceso de notificación o su tratamiento médico después de una lesión o enfermedad relacionada con su trabajo, usted puede llamar al Funcionario de Información y Asistencia en la Secretaría de Indemnización Laboral al 1-800-736-7401.

Revisión Médica Independiente ("IMR"): Si tiene preguntas con respecto al proceso de Revisión Médica Independiente, usted podrá comunicarse con la Unidad Médica de la Secretaría de Indemnización Laboral:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 o (800) 794-6900

Guarde esta información en caso que usted tenga lesión o enfermedad relacionada con su trabajo.

ACUSE DE RECIBO DE LA INFORMACIÓN DE LA MPN

Yo admito haber recibido información relacionada con la utilización por parte de mi empleador de una Red Proveedora Médica para reclamos de Indemnizaciones a los Trabajadores.

_____

Nombre del Empleado (escribir con letra imprenta)

_____ _____

Firma del Empleado Fecha Actual

Empleador: sírvase incluir en el archivo del personal del empleado

PRODUCER COPY

CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name: _____

Name of Contact Person: _____ Telephone #: _____

Policy #: (TC2JUB-121D320-6-07) Effective Date of Policy: 01-01-07

I am submitting a copy of my workplace safety program that meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1) Written safety policy and safety rules
2) Safety inspections
3) Preventative maintenance
4) Safety training
5) First aid
6) Accident investigation
7) Necessary record keeping

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any misleading or untrue information. I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

I am aware that if I knowingly and willfully falsify or conceal a material fact, make a false, fictitious or fraudulent statement or representation; or make or use any false document knowing the document to contain any false, fictitious or fraudulent entry or statement to my carrier of workers compensation insurance under Section 442, Florida Statutes, I will be guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and will be subject further to a penalty in the amount of $500 a day, not to exceed $50,000 for each occurrence; and

I am also aware that if I, in any matter within the jurisdiction of the division, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent entry, that I commit a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes. Moreover, I understand that an employer who commits such an act will be subject further to a penalty in the amount of $500 a day, not to exceed $50,000 for each occurrence.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

_____
(Signature)

_____
(Print Name and Title)

_____
(Date)

State of Florida
County of _____

Sworn to, or affirmed, and subscribed before me

this _____ day of _____

20 _____, by _____

_____
(Signature of Notary)

_____
(Expiration Date and Number)

W09N8B05

005173

COMPANY COPY

TRAVELERS

Re: St. Paul Travelers Medical Provider Network (MPN) Plan

Dear Policyholder:

As your Workers Compensation insurer,
(St. Paul Travelers) is pleased to include your Company in our California Medical Provider Network (MPN) Plan. Our program is designed to make sure that every employee who has a work-related injury obtains medical care quickly, is treated appropriately, and safely returns to work as soon as medically possible. Together, we can better manage your Workers Compensation claims within the MPN.

The employer's role is very important to the success of the MPN program. To achieve the benefits of the program, we request that you educate your Employees about the MPN in order to comply with California State regulations. Please read this information carefully, failure to follow the notification requirements below may jeopardize your ability to obtain lifetime medical control of claims for work related injuries.

You are requested to do the following:

1. Distribute to each of your Employees the MPN Notice in English and Spanish (enclosed).
2. In order to ensure that all Employees receive the initial Notice we recommend that you document provision of this form in one of the following ways (whichever works best for your company);
    A. Have the employee sign and date the attached acknowledgment form indicating they received the attached documents. Retain the acknowledgement in the personnel file.
    B. Hold a general meeting to distribute the form and have each employee sign in. Distribute the Notice at the meeting and retain the acknowledgement forms.
    C. Attach to a paycheck and have them sign they received the information.
3. The MPN Notice should be included in your "New Hire Package".
4. Make sure your Management staff has instructions on how to access the MPN Medical Provider directory via http://www.mywcinfo.com/geosite.html
5. Select an Occupational Medicine Clinic, Urgent Care Clinic, or, an Acute Care Hospital from the MPN to serve as your designated initial injury treatment facilities for each Plant/Location. Contact this facility and inform them that you are participating in the St. Paul Travelers Medical Provider Network Plan. Update the Posting Notices to include the name, address, and phone number of the facility.
6. Review your procedures for handling work-related injuries, your modified duty policy, and your safety committee operation with your Management staff.

We believe the MPN program will provide better overall workers' compensation outcomes for you as an employer. If you have questions or prefer not take advantage of the MPN benefits contact your St. Paul Travelers representative. If you should have any general questions, please contact the MPN Coordinator at (800) 287-9682.

Sincerely,

St. Paul Travelers

Enclosures

W04NGB06

005174

NOTICE OF NEW WORKERS' COMPENSATION PROGRAM:
Medical Provider Network

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer will provide this medical care by using a Workers' Compensation Medical Provider Network (MPN). This notification describes the program and your rights in choosing medical care for work related injuries and illnesses.

What is a Medical Provider Network (MPN)?

A Medical Provider Network is a group of health care providers (physicians and other types of providers) that will manage and direct any medical care you receive if you are injured on the job.

(St. Paul Travelers) uses First Health, a national managed-care company, whose network of providers has been approved by the Division of Workers' Compensation's (DWC) Administrative Director to treat workers injured on the job. The providers in the MPN specialize in work related injuries and meet access to care standards for common occupational injuries and work-related illnesses.

The MPN access standards require the MPN to provide at least three physicians of each specialty expected to treat worker's compensation injuries. The MPN has primary treating providers within 15 miles or 30 minutes and specialty care providers within 30 miles or 60 minutes from either your work or residence. The MPN also provides that you will be able to get an appointment for non-emergency services within 3 business days and for specialist services within 20 business days following St. Paul Travelers receipt of request for treatment. Further, the regulations require MPN providers to use medical treatment guidelines adopted by the DWC in making any decisions related to medical care or treatment. In the event that you need medical care in connection with a workers' compensation claim, it is likely that you will receive this care from providers within the MPN.

How do I find out which doctors are in the MPN?

You may contact:

St. Paul Travelers MPN Team
800-287-9682

This team will be able to answer your questions about the MPN and help you find the names of MPN providers or help you if you are having trouble getting an appointment with an MPN provider. There are several methods for locating MPN providers. You may:

- Contact your Case Manager (Claim or Medical)
- Contact the MPN Team above
- Contact your employer
- Log on to the website at: www.mywcinfo.com
    - Click on Injured Employee Info square
    - Click on the Network Medical Provider square, then follow the prompts

What happens if I get injured at work?

If you incur a work-related injury or illness that is an emergency either call 911 or go to the nearest emergency medical center. You should notify your employer as soon as possible following any emergency treatment. If your injury or illness is not an emergency, notify your employer that you have a work-related injury. Your employer or insurer will arrange an initial appointment with a doctor with in the MPN.

How do I choose a provider?

After the first visit with an MPN provider for your work-related injury or illness, you may continue treatment with this doctor or you may choose another provider from within the MPN that is appropriate to treat your injury. If needed, you may choose a specialist or ask the treating doctor to refer you to a specialist for treatment. If you need help in choosing a doctor or have trouble getting an appointment with a doctor within the MPN, contact your Case Manager or the MPN Team who will assist you.

What if there are no providers in my area?

The MPN has providers available within the entire state of California. If you find there is not an appropriate treating physician or specialist available in your area, please contact your Case Manager or the MPN Team for assistance. You may have the right to see a specialist outside of the MPN in this case.

What if I am temporarily working or traveling outside of the MPN geographic service area?

If your employer has authorized you to temporarily work or travel for work outside the MPN geographic service area and the need for non-emergency medical care arises, you may treat with a provider of your choice. You may also contact the MPN Team or Case Manager for assistance in locating the appropriate medical care in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am permanently or temporarily residing outside of the MPN geographic service area?

If you are a former employee whose employer has ongoing workers' compensation obligations and who permanently resides outside of the MPN geographic service area and the need for non-emergency medical care arises, you may treat with a provider of your choice. You may also contact your Case Manager for assistance in locating the appropriate medical care in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

If you are an injured employee who decides to temporarily reside outside of the MPN geographic service area during your recovery and the need for non-emergency medical care arises, contact your primary treating physician within the MPN or Case Manager for assistance in obtaining a list of providers in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am already being treated for a work-related injury before the MPN begins?

If your current treating doctor is a member of the St. Paul Travelers MPN program, then you may continue to treat with this doctor and your treatment will be under the MPN. If your current treating doctor is not or is not allowed to become a member of the MPN, then you may be sent to a MPN doctor for treatment. If this occurs, you will be sent a letter and your doctor will also be notified.

St. Paul Travelers has a "Transfer of Care" policy that describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the MPN. A copy of the "Transfer of Care" policy will be made available upon request.

If your current non-MPN treating doctor becomes an MPN provider, then you and your provider will be notified in writing by St. Paul Travelers that your treatment will now be provided under the provisions of the MPN.

You will not be transferred to a doctor in the MPN if your injury or illness meets any of the following conditions:

(a) Acute The treatment for your injury or illness is expected to be completed within 90 days.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. Once it has been determined that you have a serious chronic condition, you may be allowed to continue treatment by your current physician for up to one year, until a safe transfer of care can be made. The one year period for the completion of treatment starts from the date you receive notification of determination that you have a serious chronic condition.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. If it is determined that you have such an illness, you will be allowed to treat with the current provider for the duration of the terminal illness.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers that will occur within 180 days of the MPN effective date.

If St. Paul Travelers is going to transfer your care you and your physician will be notified in writing. If you disagree with the transfer of care, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above. Your treating physician must respond to your request within 20 calendar days. If your treating physician fails to issue the report, then the determination made by St. Paul Travelers shall apply.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify your Case Manager if you disagree with this report. If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor states that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Until you are transferred into the MPN, your treating physician may make referrals for additional care to providers within or outside the MPN.

What if I am being treated by a MPN provider and the provider leaves the MPN?

If your physician stops participating in the MPN, your Case Manager will advise you on your options for continued treatment based on the approved St. Paul Travelers' Continuity of Care Plan. Please contact your Case Manager for questions or advice on your options. A copy of the "Continuity of Care" Plan will be made available upon request.

If your provider is no longer in the MPN because the MPN terminated his or her contract for issues relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to continue treatment with that provider and you will be required to choose a provider within the MPN.

If your provider has been terminated for another reason, St. Paul Travelers will contact you and your provider in order to determine rights and responsibilities to complete treatment with the terminated provider. If you have one of the following conditions, you may qualify to continue treating with your treating provider even though the provider has terminated the MPN:

(a) An acute condition Your medical condition involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a duration of less than 90 days. St. Paul Travelers will authorize completion of the treatment for the duration of the acute condition, subject to the provider's cooperation as described below.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. St. Paul Travelers will authorize completion of treatment for a serious chronic condition that will not exceed 12 months from the contract termination date, subject to the provider's cooperation as described below.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. St. Paul Travelers will authorize completion of treatment for the duration of a terminal illness, subject to the provider's cooperation as described below.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract termination date. St. Paul Travelers will affirm authorization for continued treatment as described in this paragraph subject to the provider's cooperation as described below.

If you qualify under one of the above listed treatment conditions and request to continue to treat with the terminated provider, St. Paul Travelers will contact the provider to affirm the provider's willingness and capability to continue treatment under the same contractual terms and conditions that existed prior to termination. If the provider is unwilling or incapable of continuing treatment, St. Paul Travelers will advise you to seek treatment from another provider within the MPN. In such circumstances, St. Paul Travelers will not be obligated to authorize continued services beyond the contract termination date, and will communicate the timeframe they will be authorized to continue treatment with the terminated provider.

If you have chosen to continue treatment with the terminated provider and the provider has agreed to continue to treat, St. Paul Travelers will be responsible for payment of completion of the medically necessary treatment. St. Paul Travelers will not be responsible for unauthorized treatment.

If you choose not to continue with the terminated provider, you will be advised of how to choose a new provider within the MPN.

If St. Paul Travelers has determined that no further treatment will be authorized with the terminated physician and you disagree, you may ask your treating doctor for a report that addresses whether you have one of the condi-

tions listed above. Your treating physician must respond to your request within 20 calendar days. If your treating physician fails to issue the report, then the determination made by St. Paul Travelers shall apply.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. If your treating doctor agrees that your condition does not meet one of those medical conditions listed above, you shall choose a new provider from within the MPN until the dispute is resolved. If the treating physician does not agree with St. Paul Travelers' determination that you do not meet one of the medical conditions listed above, you shall continue to treat with the terminated provider until the dispute is resolved.

What if I disagree with my doctor about medical treatment?

If you disagree with either the diagnosis or treatment prescribed by your treating provider, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact your Case Manager (either orally or in writing) and tell them you want a **second opinion**. The Case Manager will make sure that you have a regional area listing of MPN providers, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a second opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the second opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. You may request a copy of the medical records that are sent to the second opinion provider. If the second opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

After you receive the second opinion, if you still disagree with the diagnosis or treatment, you may seek a **third opinion** from another appropriate MPN provider. If you want a third opinion, you must contact your Case Manager (either orally or in writing) and tell them you want a third opinion. The Case Manager will make sure that you have a regional area listing of MPN providers, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the third opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. You may request a copy of the medical records that are sent to the third opinion provider. If the third opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection.

You may obtain any recommended treatment indicated by the second and/or third opinion physician(s) by either changing physicians to the second opinion physician, third opinion physician, or other physician within the MPN.

If after the third opinion, you still disagree with your provider's diagnosis or treatment of your illness or injury, you may ask for an **Independent Medical Review** (IMR). Your Case Manager will have given you the information on requesting an IMR and provided you with the IMR Application at the time you request a third opinion.

An IMR will be performed by a provider outside of the MPN who will be selected by the DWC Administrative Director based upon the specialty of the treating provider and other information submitted with the IMR Application. The provider will be selected to conduct an independent assessment of your dispute.

If the IMR provider does not agree with your treating provider's diagnosis or treatment of your illness or injury, you can receive treatment from either an MPN provider or a non-MPN provider. If you choose a provider that is outside the MPN, the treatment you receive from that provider can only be for the treatment or diagnostic service recommended by the IMR provider. Once any treatment provided to you related to the disputed diagnosis or treatment is completed, you must seek any further care from an MPN provider.

What if I have questions or need help?

You may always contact your Case Manager or the MPN Team if you need help or further explanation about your medical treatment if you have a work-related injury or illness. The St. Paul Travelers MPN Team can be reached at 800-287-9682.

DWC Information & Assistance Officer: If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call Information and Assistance Officer at the Division of Workers' Compensation at 1-800-736-7401.

Independent Medical Review: If you have questions about the Independent Medical Review process or the Independent Medical Reviewer, you may contact the Division of Workers' Compensation's Medical Unit at:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 or (800) 794-6900

Keep this information in case you have a work-related injury or illness.

COMPANY COPY

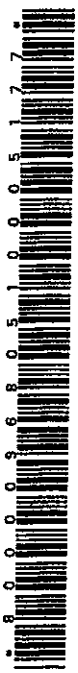
ACKNOWLEDGEMENT OF RECEIPT OF MPN INFORMATION

I acknowledge that I have received information regarding my employer's use of a Medical Provider Network for Workers' Compensation claims.

_____
Employee's Name (please print)

_____ _____
Employee's Signature Today's Date

Employer: Please place in Employee's Personnel file



005177

AVISO DEL NUEVO PROGRAMA DE COMPENSACIÓN DEL TRABAJADOR PARA EMPLEADOS:
Medical Provider Network (MPN) Cadena o Red de Proveedores de Medicina

La ley de California requiere que su patrón o compañía de empleo le de y pague el tratamiento médico si se dañan o lesionan en el trabajo. Su patrón /compañía de trabajo le asistirá el tratamiento médico por medio del programa (MPN). Esta notificación describe el programa y sus derechos en elegir la asistencia médica para enfermedades y lesiones relacionadas con su trabajo.

¿Qué es la Red de Proveedores Médicos ("MPN")?

Una Red de Proveedores Médicos ("MPN") es un grupo de proveedores de atención médica (médicos y otros tipos de proveedores) que estarán a cargo y dirigirán toda atención médica que reciba si usted se lesiona en el trabajo. (St. Paul Travelers) utiliza a First Health, una compañía nacional de administración de atención médica cuya red de proveedores ha sido aprobada por el Director Administrativo de la Secretaría de Indemnización Laboral ("DWC", por sus siglas en inglés) para proporcionar tratamiento a los trabajadores que se lesionan en el trabajo. Los profesionales de la Red de Proveedores Médicos ("MPN") se especializan en lesiones relacionadas con el trabajo y satisfacen las normas de acceso a los cuidados convencionales para las lesiones ocupacionales y enfermedades relacionadas con el trabajo.

Las normas de acceso a la Red de Proveedores Médicos ("MPN") requieren que dicha Red de Proveedores Médicos ("MPN") proporcione por lo menos tres médicos de cada especialidad que se ocupan de tratar lesiones en concepto de indemnización laboral. La Red de Proveedores Médicos ("MPN") cuenta con proveedores de atención primaria dentro de un área de 15 millas o a 30 minutos de distancia y con proveedores especialistas dentro de un área de 30 millas o a 60 minutos de distancia de su residencia o trabajo. La Red de Proveedores Médicos ("MPN") también facilita que usted pueda concertar una cita para obtener servicios que no sean de emergencia dentro de un período de 3 días hábiles y para los servicios de especialistas dentro de un período de 20 días hábiles posterior a que St. Paul Travelers reciba el pedido de tratamiento. Además, las regulaciones requieren que la Red de Proveedores Médicos ("MPN") utilicen las pautas de tratamiento médico adoptadas por la Secretaría de Indemnización Laboral ("DWC") al tomar cualquier decisión relacionada con los cuidados o tratamiento médico. Si usted necesita cuidados médicos relacionados con un reclamo de indemnización laboral, es posible que reciba estos cuidados de parte de proveedores que se encuentran dentro de la Red de Proveedores Médicos ("MPN").

¿Cómo hago para saber qué doctores forman parte de la Red de Proveedores Médicos ("MPN")?

Usted podrá comunicarse con:

El Equipo de la Red de Proveedores Médicos de St. Paul Travelers

800-287-9682

Este equipo podrá responder sus preguntas con respecto a la Red de Proveedores Médicos ("MPN") y ayudarle a encontrar los nombres de proveedores de la Red de Proveedores Médicos ("MPN") o ayudarle si usted está teniendo dificultad para obtener una cita con un proveedor de la Red de Proveedores Médicos ("MPN"). Hay varios medios para localizar a los proveedores de la Red de Proveedores Médicos ("MPN"). Usted podrá:

- Comunicarse con el(la) Administrador(a) de su Caso (Reclamo o Médico)
- Comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") anteriormente mencionado
- Comunicarse con su empleador
- Dirigirse al sitio en la red: www.mywcinfo.com
  - Pulse el casillero: "Empleado Lesionado"
  - Pulse el casillero Proveedor Médico de la Red, luego siga las indicaciones

¿Qué sucede si me lastimo en el trabajo?

Si usted resulta lesionado(a) o sufre de una enfermedad relacionada con su trabajo que es de emergencia, llame al 911 o bien diríjase al centro de emergencias médicas más cercano.

Usted deberá notificar a su empleador lo antes posible después de haber recibido tratamiento de emergencia. Si su lesión o enfermedad no es de emergencia, notifique a su empleador que usted ha sufrido una lesión

relacionada con su trabajo. Su empleador o asegurador hará los arreglos para una cita inicial con un doctor de la Red de Proveedores Médicos ("MPN").

¿Cómo hago para seleccionar a un proveedor?

Después de la primera visita con un proveedor de la Red de Proveedores Médicos ("MPN") debido a su lesión o enfermedad relacionada con el trabajo, usted podrá continuar recibiendo tratamiento de parte de este doctor o podrá seleccionar a otro proveedor de la Red de Proveedores Médicos que resulte apropiado para tratar su lesión. De ser necesario, usted podrá seleccionar a un especialista o solicitar que el doctor a cargo de su tratamiento le recomiende a un especialista. Si usted necesita ayuda para seleccionar a un doctor o si tiene dificultad para obtener una cita con un doctor de la Red de Proveedores Médicos ("MPN"), comuníquese con su Administrador(a) del Caso o con el equipo de la Red de Proveedores Médicos ("MPN") para que le presten ayuda.

¿Qué sucede si no hay proveedores en mi área?

La Red de Proveedores Médicos ("MPN") cuenta con proveedores disponibles dentro de todo el estado de California. Si usted encuentra que no hay un médico o especialista apropiado disponible para que le proporcione tratamiento en su área, por favor, comuníquese con el(la) Administrador(a) de su Caso o con el Equipo de la Red de Proveedores Médicos para obtener asistencia. Es posible que en este caso, usted tenga derecho a ver a un especialista que no pertenezca a la Red de Proveedores Médicos ("MPN").

¿Qué sucede si estoy trabajando o viajando fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN")?

Si su empleador le ha autorizado a trabajar o viajar de forma temporaria fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") por motivos de trabajo y surge la necesidad de obtener cuidados médicos que no son de emergencia, usted podrá obtener tratamiento de parte de un proveedor de su elección. Además, usted podrá comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") o con el Administrador de su Caso para que le ayuden a obtener los cuidados médicos apropiados dentro de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

¿Qué sucede si yo estoy residiendo de forma permanente o temporal fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN")?

Si usted es un ex empleado cuyo empleador todavía tiene obligaciones para con usted de indemnización laboral y usted reside de forma permanente fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") y surge la necesidad de obtener atención médica que no sea de emergencia, usted podrá recibir tratamiento de parte de un proveedor de su elección. Además, usted podrá comunicarse con el(la) Administrador(a) de su caso para que le ayude a obtener los cuidados médicos apropiados dentro de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

Si usted es un(a) empleado(a) lesionado(a) que durante su recuperación decide residir de forma temporal fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") y surge la necesidad de obtener atención médica que no sea de emergencia, comuníquese con el médico primario a cargo de su tratamiento perteneciente a la Red de Proveedores Médicos ("MPN") o con el(la) Administrador(a) de su Caso para que le ayuden a obtener una lista de los proveedores de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

¿Qué sucede si yo ya estoy recibiendo tratamiento debido a una lesión relacionada con el trabajo antes del inicio de la Red de Proveedores Médicos ("MPN")?

Si el doctor a cargo de su tratamiento actual es miembro del programa de la Red de Proveedores Médicos ("MPN") de St. Paul Travelers, entonces, usted podrá continuar el tratamiento con este doctor y su tratamiento se encontrará amparado por la Red de Proveedores Médicos ("MPN"). Si el doctor a cargo de su tratamiento actual no es miembro o no se le permite convertirse en miembro de la Red de Proveedores Médicos ("MPN"), entonces, es posible que a usted se el envíe a un doctor de la Red de Proveedores Médicos ("MPN") para que reciba tratamiento. Si este fuera el caso, a usted se le enviará una carta y su doctor también será notificado.

St. Paul Travelers cuenta con un plan para "Transferencia de Atención Médica" que describe qué es lo que ocurrirá si usted está recibiendo tratamiento en la actualidad debido a una lesión relacionada con el trabajo con un médico que no es miembro de la Red de Proveedores Médicos ("MPN"). Una copia del plan para "Transferencia de Atención Médica" se pondrá a su disposición si usted lo solicita.

Si el doctor a cargo de su tratamiento actual que no pertenece a la Red de Proveedores Médicos ("MPN") se convierte en un proveedor de dicha red, entonces, usted y su proveedor recibirán notificación escrita de parte de St. Paul Travelers indicando que su tratamiento ahora se proporcionará de conformidad con las disposiciones de la Red de Proveedores Médicos ("MPN").

Usted no será transferido(a) a un doctor de la Red de Proveedores Médicos ("MPN") si su lesión o enfermedad reune cualquiera de las siguientes condiciones:

(a) Grave El tratamiento de una lesión o enfermedad que se anticipa se resolverá dentro de un período de 90 días.

(b) Crónica Grave Su lesión o enfermedad es de índole grave y persiste sin cura total o empeora a lo largo de un período de 90 días y requiere tratamiento continuo. Una vez que se ha determinado que sufre de una condición crónica grave, es posible que a usted se le permita continuar su tratamiento con su médico actual durante un período que no deberá exceder un año, hasta que se pueda realizar una transferencia de cuidados de forma segura. El período de un año para completar el tratamiento se inicia a partir de la fecha en la que recibe notificación que se ha determinado que usted sufre de una condición crónica grave.

(c) Enfermedad Terminal Usted sufre de una enfermedad o lesión incurable o irreversible que probablemente le ocasionará la muerte dentro de un período de un año o menos. Si se determina que sufre de tal enfermedad, a usted se le permitirá recibir tratamiento de parte de su proveedor actual mientras dure dicha enfermedad terminal.

(d) Cirugía u otro procedimiento pendiente St. Paul Travelers ya le ha dado autorización para una cirugía u otro procedimiento a llevarse a cabo dentro de un período de 180 días contados a partir de la fecha de vigencia de la Red de Proveedores Médicos ("MPN").

Si St. Paul Travelers va a transferir sus cuidados, usted y su médico recibirán notificación escrita. Si no está de acuerdo con la transferencia de cuidados, usted podrá solicitar que el médico a cargo de su tratamiento le proporcione un informe que indique si usted satisface alguna de las categorías mencionadas anteriormente. El médico a cargo de su tratamiento debe responder a su pedido dentro de un período de 20 días calendarios. Si el médico a cargo de su tratamiento no entrega el informe, será la determinación tomada por St. Paul Travelers la que regirá.

Si St. Paul Travelers o usted no está(n) de acuerdo con el informe del doctor a cargo de su tratamiento, esta disputa se resolverá en virtud del artículo 4062 del Código de Trabajo. Usted debe notificar a el(la) Administrador(a) de su Caso si no está de acuerdo con este informe. Si el doctor a cargo de su tratamiento concuerda que su condición no satisface lo mencionado anteriormente, la transferencia de cuidados seguirá adelante mientras usted continúa estando en desacuerdo con la decisión. Si el doctor a cargo de su tratamiento indica que su condición no satisface lo indicado anteriormente, usted podrá continuar recibiendo tratamiento de parte de dicho médico hasta que se resuelva la disputa.

El médico a cargo de su tratamiento lo podrá derivar a proveedores para que le proporcionen cuidados adicionales dentro o fuera de la Red de Proveedores Médicos ("MPN") hasta que a usted se le transfiera a dicha red.

¿Qué sucede si yo estoy recibiendo tratamiento de un proveedor de la Red de Proveedores Médicos ("MPN") y el proveedor abandona dicha red?

Si su médico deja de participar de la Red de Proveedores Médicos ("MPN"), el(la) Administrador(a) de su Caso le indicará cuáles son sus opciones con respecto a la continuación del tratamiento en base al Plan de Continuidad de Atención Médica aprobado por parte de St. Paul Travelers. Por favor, comuníquese con el(la) Administrador(a) de su Caso para hacer preguntas con respecto a sus opciones. Una copia del "Plan de Continuidad de Atención Médica" se pondrá a su disposición si usted lo solicita.

Si su proveedor ya no pertenece a la Red de Proveedores Médicos ("MPN") debido a que dicha red ha rescindido su contrato por asuntos relacionados con causas o motivos médicos de índole disciplinaria, fraude o actividad delictiva, a usted no se le permitirá que continúe recibiendo tratamiento de parte de ese proveedor y se le requerirá que elija a un proveedor participante de la Red de Proveedores Médicos ("MPN").

Si su proveedor ha sido rescindido por algún otro motivo, St. Paul Travelers se comunicará con usted y con su proveedor para poder determinar los derechos y responsabilidades para completar el tratamiento con el proveedor rescindido. Si usted sufre de alguna de las siguientes condiciones, es posible que reúna los requisitos para continuar recibiendo tratamiento del proveedor que está a cargo del mismo, a pesar de que el proveedor ha rescindido su relación laboral con la Red de Proveedores Médicos ("MPN"):

(a) Una enfermedad o lesión grave Su dolencia implica el inicio repentino de síntomas ocasionados por una enfermedad, lesión u otro problema médico que requiere atención médica sin demoras y cuya duración es inferior a los 90 días. St. Paul Travelers autorizará que se complete el tratamiento mientras dure dicha condición de gravedad sujeta a la cooperación del proveedor de acuerdo a lo que se describe a continuación.

(b) Crónica grave Su lesión o enfermedad es de índole grave y persiste sin cura total o empeora durante un período de 90 días y requiere tratamiento continuo. St. Paul Travelers autorizará que se complete el tratamiento de una condición crónica grave que no exceda los 12 meses contados a partir de la fecha de rescisión del contrato sujeto a la cooperación del proveedor según lo que se indica a continuación.

(c) Enfermedad terminal Usted tiene una condición incurable o irreversible que tiene altas probabilidades de ocasionar la muerte dentro de un período de un año o menos. St. Paul Travelers autorizará que se complete el tratamiento mientras dure la enfermedad terminal, sujeto a la cooperación del proveedor, según se describe a continuación.

(d) Cirugía u otro procedimiento pendiente St. Paul Travelers ya ha autorizado una cirugía u otro procedimiento como parte de un curso de tratamiento documentado y que ha sido recomendado y documentado por parte del proveedor a llevarse a cabo dentro de un período de 180 días contados a partir de la fecha de rescisión del contrato. St. Paul Travelers reafirmará la autorización para la continuación del tratamiento sujeto a la cooperación del proveedor según lo que se describe a continuación.

Si su caso reúne alguna de las condiciones de tratamiento enumeradas anteriormente y solicita continuar su tratamiento con el proveedor rescindido, St. Paul Travelers se comunicará con el proveedor para confirmar la intención y capacidad del proveedor de continuar el tratamiento de acuerdo a los mismos términos y condiciones contractuales que existían antes de la rescisión. Si el proveedor no está dispuesto o es incapaz de continuar a cargo del tratamiento, St. Paul Travelers le aconsejará al trabajador lesionado que solicite tratamiento de parte de otro proveedor dentro de la Red de Proveedores Médicos ("MPN"). En dichas circunstancias, St. Paul Travelers no estará obligado a autorizar la continuación de servicios más allá de la fecha de rescisión del contrato y le comunicará el período de tiempo durante el cual tendrá autorización para continuar recibiendo tratamiento de parte del proveedor rescindido.

Si usted ha optado por continuar su tratamiento con el proveedor rescindido y el proveedor ha prestado su consentimiento para proporcionar el tratamiento, St. Paul Travelers será responsable del pago para completar el tratamiento que resulta necesario desde un punto de vista médico. St. Paul Travelers no será responsable de tratamientos que no hayan sido autorizados.

Si opta por no continuar con el proveedor rescindido, a usted se le indicará el modo de elegir otro proveedor nuevo dentro de la Red de Proveedores Médicos ("MPN").

Si St. Paul Travelers decide que no se autorizará tratamiento adicional por parte del médico rescindido y usted no está de acuerdo, usted podrá solicitar que su doctor proporcione un informe que indique si usted satisface alguna de las condiciones enumeradas anteriormente. El médico a cargo de su tratamiento debe responder a su solicitud dentro de un período de 20 días calendarios. Si el médico a cargo de su tratamiento no presenta el informe, la decisión de St. Paul Travelers será la que regirá.

Si St. Paul Travelers o usted no están de acuerdo con el informe del doctor a cargo del tratamiento, esta disputa se resolverá en virtud del artículo 4062 del Código de Trabajo. Si el doctor a cargo de su tratamiento está de acuerdo con que su condición no satisface alguna de las condiciones médicas indicadas anteriormente, usted

deberá elegir a un nuevo proveedor que pertenezca a la Red de Proveedores Médicos ("MPN") hasta la resolución de la disputa. Si el médico a cargo del tratamiento no está de acuerdo con la decisión de St. Paul Travelers en cuanto a que no satisface ninguna de las condiciones médicas enumeradas anteriormente, usted continuará recibiendo tratamiento de parte del proveedor rescindido hasta que se resuelva la disputa.

¿Qué sucede si yo no estoy de acuerdo con mi doctor acerca del tratamiento médico?

Si usted no está de acuerdo con el diagnóstico o con el tratamiento indicado por el proveedor a cargo del mismo, usted podrá solicitar una segunda opinión de parte de otro doctor que forme parte de la Red de Proveedores Médicos ("MPN"). Si usted desea una segunda opinión, deberá comunicarse con el(la) Administrador(a) de su Caso (tanto verbalmente como por escrito) e indicarle que usted desea una **segunda opinión**. El(la) Administrador(a) del caso se asegurará de que usted tenga una lista de proveedores de la Red de Proveedores Médicos ("MPN") del área de la que elegir en base a la especialidad o experiencia reconocida para tratar la lesión o condición en particular. Luego usted podrá seleccionar a un doctor de la lista de la Red de Proveedores Médicos ("MPN"), hacer una cita dentro de un período de 60 días de haber recibido la lista de proveedores de la MPN y notificar al Administrador(a) de su Caso acerca de la fecha de su cita. Si no hace la cita dentro de un período de 60 días después de haber recibido la lista de proveedores de la Red de Proveedores Médicos ("MPN"), a usted no se le permitirá obtener una segunda opinión con respecto a este diagnóstico o tratamiento disputado del médico que le está proporcionando el tratamiento.

Una vez que se le notifique acerca de la fecha de la cita, el(la) Administrador(a) de su Caso se comunicará con el médico seleccionado para proporcionar la segunda opinión e informarle acerca de la índole de la disputa y de su papel en la misma, y proporcionarle los archivos médicos necesarios para su consideración. Usted podrá solicitar que se le envíe una copia de los archivos médicos que se le envían al proveedor que proporcionará la segunda opinión. Si el proveedor a cargo de la segunda opinión que usted selecciona considera que la lesión o enfermedad se encuentra fuera del tipo de lesión o enfermedad para la que él o ella proporciona tratamiento, la oficina del proveedor le notificará al Administrador(a) del Caso y usted recibirá una lista nueva de proveedores de la Red de Proveedores Médicos ("MPN") de la cual podrá volver a elegir. Durante este proceso, a usted se le requerirá que continúe con el médico a cargo de su tratamiento o con el médico de su elección que pertenezca a la Red de Proveedores Médicos ("MPN").

Una vez que recibe la segunda opinión, si usted continúa en desacuerdo con el diagnóstico o tratamiento, usted podrá solicitar una **tercera opinión** de parte de otro proveedor apropiado perteneciente a la Red de Proveedores Médicos ("MPN"). Si desea una tercera opinión, usted debe comunicarse con el(la) Administrador(a) de su Caso (tanto de forma verbal como escrita) e informarle que usted desea una tercera opinión. El(la) Administrador(a) de su Caso se asegurará de que tenga una lista de la cual pueda elegir proveedores de la Red de Proveedores Médicos ("MPN") de su área que se base en la especialidad o experiencia reconocida en el tratamiento de la lesión o condición en cuestión. Luego, usted podrá seleccionar a un doctor de la lista de la Red de Proveedores Médicos ("MPN"), hacer una cita dentro de un período de 60 días contados a partir de la fecha en la que se reciba la lista de proveedores de la "MPN" y notificar al Administrador(a) del Caso acerca de la fecha de su cita. Si no hace una cita dentro de los 60 días de haber recibido la lista de proveedores de la Red de Proveedores Médicos ("MPN"), a usted no se le permitirá obtener una tercera opinión con respecto a este diagnóstico o tratamiento disputado de parte de este médico.

Cuando reciba notificación de la fecha de la cita, el(la) Administrador(a) de su caso se comunicará con el médico seleccionado para que proporcione la tercera opinión y le informará acerca de la índole de la disputa y de su papel en la misma y le proporcionará todos los archivos médicos necesarios para su consideración. Usted podrá solicitar una copia de los expedientes médicos que se le envíen al proveedor a cargo de la tercera opinión. Si el proveedor a cargo de la tercera opinión que usted elija decide que su lesión o enfermedad se encuentra fuera del tipo de lesión o enfermedad para la que él o ella normalmente proporciona tratamiento, la oficina del proveedor le notificará al Administrador(a) de su Caso y usted recibirá una lista nueva de proveedores de la MPN de la cual podrá volver a elegir.

Usted podrá obtener todo tratamiento recomendado que le haya indicado el o los médicos a cargo de la segunda y/o tercera opinión y cambiar al médico que dio la segunda opiniòn o la tercera opinión o a cualquier otro médico que se encuentre dentro de la Red de Proveedores Médicos ("MPN").

Si después de la tercera opinión, usted sigue no estando de acuerdo con el diagnóstico o tratamiento de su enfermedad o lesión, usted podrá solicitar una **Revisión Médica Independiente** ("IMR", por sus siglas en inglés). El(la) Administrador(a) de su Caso le proporcionará la información para solicitar la Revisión Médica Independiente y dará la Solicitud en el momento de solicitar una tercera opinión.

Un proveedor que no pertenece a la Red de Proveedores Médicos estará a cargo de la Revisión Médica Independiente ("IMR") y dicho médico será seleccionado por parte del Director Administrativo de la Secretaría de Indemnización Laboral ("DWC") en base a la especialidad del proveedor a cargo del tratamiento y de otra información presentada con la Solicitud de la Revisión Médica Independiente ("IMR"). Se seleccionará al proveedor para que lleve a cabo una evaluación independiente de su disputa.

Si el proveedor a cargo de la Revisión Médica Independiente ("IMR") no está de acuerdo con el diagnóstico o tratamiento del proveedor a cargo de su lesión o enfermedad, usted podrá recibir tratamiento de parte de un proveedor de la Red de Proveedores Médicos ("MPN") o de un proveedor que no pertenezca a la "MPN". Si elige a un proveedor que no pertenece a la Red de Proveedores Médicos ("MPN"), el tratamiento que usted reciba de dicho proveedor consistirá solamente del servicio de tratamiento o de diagnóstico recomendado por el proveedor a cargo de la Revisión Médica Independiente ("IMR"). Una vez completado todo tratamiento con respecto a su diagnóstico o tratamiento disputado, usted debe solicitar cuidados adicionales de parte de un proveedor de la Red de Proveedores Médicos ("MPN").

¿Qué sucede si deseo hacer alguna pregunta o necesito ayuda?

Usted podrá comunicarse con el Administrador de su Caso o con el Equipo de la Red de Proveedores Médicos ("MPN") en cualquier momento si necesita ayuda o una explicación adicional con respecto a su tratamiento médico cuando sufre una lesión o enfermedad relacionada con el trabajo. Usted puede comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") de St. Paul Travelers llamando al 800-287-9682.

Funcionario de Información y Asistencia de la Secretaría de Indemnización Laboral ("DWC"): Si tiene alguna inquietud, queja o preguntas con respecto a la Red de Proveedores Médicos, el proceso de notificación o su tratamiento médico después de una lesión o enfermedad relacionada con su trabajo, usted puede llamar al Funcionario de Información y Asistencia en la Secretaría de Indemnización Laboral al 1-800-736-7401.

Revisión Médica Independiente ("IMR"): Si tiene preguntas con respecto al proceso de Revisión Médica Independiente, usted podrá comunicarse con la Unidad Médica de la Secretaría de Indemnización Laboral:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 o (800) 794-6900

Guarde esta información en caso que usted tenga lesión o enfermedad relacionada con su trabajo.

ACUSE DE RECIBO DE LA INFORMACIÓN DE LA MPN

Yo admito haber recibido información relacionada con la utilización por parte de mi empleador de una Red Proveedora Médica para reclamos de Indemnizaciones a los Trabajadores.

_____

Nombre del Empleado (escribir con letra imprenta)

_____ _____

Firma del Empleado Fecha Actual

Empleador: sírvase incluir en el archivo del personal del empleado

COMPANY COPY

CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name: _____

Name of Contact Person: _____ Telephone #: _____

Policy #: (TC2JUB-121D320-6-07) Effective Date of Policy: 01-01-07

I am submitting a copy of my workplace safety program that meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1) Written safety policy and safety rules
2) Safety inspections
3) Preventative maintenance
4) Safety training
5) First aid
6) Accident investigation
7) Necessary record keeping

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any misleading or untrue information. I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

I am aware that if I knowingly and willfully falsify or conceal a material fact, make a false, fictitious or fraudulent statement or representation; or make or use any false document knowing the document to contain any false, fictitious or fraudulent entry or statement to my carrier of workers compensation insurance under Section 442, Florida Statutes, I will be guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and will be subject further to a penalty in the amount of $500 a day, not to exceed $50,000 for each occurrence; and

I am also aware that if I, in any matter within the jurisdiction of the division, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent entry, that I commit a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes. Moreover, I understand that an employer who commits such an act will be subject further to a penalty in the amount of $500 a day, not to exceed $50,000 for each occurrence.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

_____
(Signature)

_____
(Print Name and Title)

_____
(Date)

State of Florida
County of _____

Sworn to, or affirmed, and subscribed before me

this _____ day of _____

20 _____, by _____

_____
(Signature of Notary)

_____
(Expiration Date and Number)

W09N8B05

005181

TRAVELERS

Re: St. Paul Travelers Medical Provider Network (MPN) Plan

Dear Policyholder:

As your Workers Compensation insurer,
(St. Paul Travelers) is pleased to include your Company in our California Medical Provider Network (MPN) Plan. Our program is designed to make sure that every employee who has a work-related injury obtains medical care quickly, is treated appropriately, and safely returns to work as soon as medically possible. Together, we can better manage your Workers Compensation claims within the MPN.

The employer's role is very important to the success of the MPN program. To achieve the benefits of the program, we request that you educate your Employees about the MPN in order to comply with California State regulations. Please read this information carefully, failure to follow the notification requirements below may jeopardize your ability to obtain lifetime medical control of claims for work related injuries.

You are requested to do the following:

1. Distribute to each of your Employees the MPN Notice in English and Spanish (enclosed).
2. In order to ensure that all Employees receive the initial Notice we recommend that you document provision of this form in one of the following ways (whichever works best for your company);
    A. Have the employee sign and date the attached acknowledgment form indicating they received the attached documents. Retain the acknowledgement in the personnel file.
    B. Hold a general meeting to distribute the form and have each employee sign in. Distribute the Notice at the meeting and retain the acknowledgement forms.
    C. Attach to a paycheck and have them sign they received the information.
3. The MPN Notice should be included in your "New Hire Package".
4. Make sure your Management staff has instructions on how to access the MPN Medical Provider directory via http://www.mywcinfo.com/geosite.html
5. Select an Occupational Medicine Clinic, Urgent Care Clinic, or, an Acute Care Hospital from the MPN to serve as your designated initial injury treatment facilities for each Plant/Location. Contact this facility and inform them that you are participating in the St. Paul Travelers Medical Provider Network Plan. Update the Posting Notices to include the name, address, and phone number of the facility.
6. Review your procedures for handling work-related injuries, your modified duty policy, and your safety committee operation with your Management staff.

We believe the MPN program will provide better overall workers' compensation outcomes for you as an employer. If you have questions or prefer not take advantage of the MPN benefits contact your St. Paul Travelers representative. If you should have any general questions, please contact the MPN Coordinator at (800) 287-9682.

Sincerely,

St. Paul Travelers

Enclosures

W04NGB06

005182

NOTICE OF NEW WORKERS' COMPENSATION PROGRAM:
Medical Provider Network

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer will provide this medical care by using a Workers' Compensation Medical Provider Network (MPN). This notification describes the program and your rights in choosing medical care for work related injuries and illnesses.

What is a Medical Provider Network (MPN)?

A Medical Provider Network is a group of health care providers (physicians and other types of providers) that will manage and direct any medical care you receive if you are injured on the job.

(St. Paul Travelers) uses First Health, a national managed-care company, whose network of providers has been approved by the Division of Workers' Compensation's (DWC) Administrative Director to treat workers injured on the job. The providers in the MPN specialize in work related injuries and meet access to care standards for common occupational injuries and work-related illnesses.

The MPN access standards require the MPN to provide at least three physicians of each specialty expected to treat worker's compensation injuries. The MPN has primary treating providers within 15 miles or 30 minutes and specialty care providers within 30 miles or 60 minutes from either your work or residence. The MPN also provides that you will be able to get an appointment for non-emergency services within 3 business days and for specialist services within 20 business days following St. Paul Travelers receipt of request for treatment. Further, the regulations require MPN providers to use medical treatment guidelines adopted by the DWC in making any decisions related to medical care or treatment. In the event that you need medical care in connection with a workers' compensation claim, it is likely that you will receive this care from providers within the MPN.

How do I find out which doctors are in the MPN?

You may contact:

St. Paul Travelers MPN Team
800-287-9682

This team will be able to answer your questions about the MPN and help you find the names of MPN providers or help you if you are having trouble getting an appointment with an MPN provider. There are several methods for locating MPN providers. You may:

- Contact your Case Manager (Claim or Medical)
- Contact the MPN Team above
- Contact your employer
- Log on to the website at: www.mywcinfo.com
    - Click on Injured Employee Info square
    - Click on the Network Medical Provider square, then follow the prompts

What happens if I get injured at work?

If you incur a work-related injury or illness that is an emergency either call 911 or go to the nearest emergency medical center. You should notify your employer as soon as possible following any emergency treatment. If your injury or illness is not an emergency, notify your employer that you have a work-related injury. Your employer or insurer will arrange an initial appointment with a doctor with in the MPN.

How do I choose a provider?

After the first visit with an MPN provider for your work-related injury or illness, you may continue treatment with this doctor or you may choose another provider from within the MPN that is appropriate to treat your injury. If needed, you may choose a specialist or ask the treating doctor to refer you to a specialist for treatment. If you need help in choosing a doctor or have trouble getting an appointment with a doctor within the MPN, contact your Case Manager or the MPN Team who will assist you.

What if there are no providers in my area?

The MPN has providers available within the entire state of California. If you find there is not an appropriate treating physician or specialist available in your area, please contact your Case Manager or the MPN Team for assistance. You may have the right to see a specialist outside of the MPN in this case.

What if I am temporarily working or traveling outside of the MPN geographic service area?

If your employer has authorized you to temporarily work or travel for work outside the MPN geographic service area and the need for non-emergency medical care arises, you may treat with a provider of your choice. You may also contact the MPN Team or Case Manager for assistance in locating the appropriate medical care in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am permanently or temporarily residing outside of the MPN geographic service area?

If you are a former employee whose employer has ongoing workers' compensation obligations and who permanently resides outside of the MPN geographic service area and the need for non-emergency medical care arises, you may treat with a provider of your choice. You may also contact your Case Manager for assistance in locating the appropriate medical care in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

If you are an injured employee who decides to temporarily reside outside of the MPN geographic service area during your recovery and the need for non-emergency medical care arises, contact your primary treating physician within the MPN or Case Manager for assistance in obtaining a list of providers in your area. If your injury requires emergency care, call 911 or go to the nearest emergency medical treatment center.

What if I am already being treated for a work-related injury before the MPN begins?

If your current treating doctor is a member of the St. Paul Travelers MPN program, then you may continue to treat with this doctor and your treatment will be under the MPN. If your current treating doctor is not or is not allowed to become a member of the MPN, then you may be sent to a MPN doctor for treatment. If this occurs, you will be sent a letter and your doctor will also be notified.

St. Paul Travelers has a "Transfer of Care" policy that describes what will happen if you are currently treating for a work-related injury with a physician who is not a member of the MPN. A copy of the "Transfer of Care" policy will be made available upon request.

If your current non-MPN treating doctor becomes an MPN provider, then you and your provider will be notified in writing by St. Paul Travelers that your treatment will now be provided under the provisions of the MPN.

You will not be transferred to a doctor in the MPN if your injury or illness meets any of the following conditions:

(a) Acute The treatment for your injury or illness is expected to be completed within 90 days.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. Once it has been determined that you have a serious chronic condition, you may be allowed to continue treatment by your current physician for up to one year, until a safe transfer of care can be made. The one year period for the completion of treatment starts from the date you receive notification of determination that you have a serious chronic condition.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. If it is determined that you have such an illness, you will be allowed to treat with the current provider for the duration of the terminal illness.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers that will occur within 180 days of the MPN effective date.

If St. Paul Travelers is going to transfer your care you and your physician will be notified in writing. If you disagree with the transfer of care, you may ask your treating doctor for a report that addresses whether you are in one of the categories listed above. Your treating physician must respond to your request within 20 calendar days. If your treating physician fails to issue the report, then the determination made by St. Paul Travelers shall apply.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. You must notify your Case Manager if you disagree with this report. If your treating doctor agrees that your condition does not meet one of those listed above, the transfer of care will go forward while you continue to disagree with the decision. If your treating doctor states that your condition does meet one of those listed above, you may continue to treat with him or her until the dispute is resolved.

Until you are transferred into the MPN, your treating physician may make referrals for additional care to providers within or outside the MPN.

What if I am being treated by a MPN provider and the provider leaves the MPN?

If your physician stops participating in the MPN, your Case Manager will advise you on your options for continued treatment based on the approved St. Paul Travelers' Continuity of Care Plan. Please contact your Case Manager for questions or advice on your options. A copy of the "Continuity of Care" Plan will be made available upon request.

If your provider is no longer in the MPN because the MPN terminated his or her contract for issues relating to medical disciplinary cause or reason, fraud or criminal activity, you will not be allowed to continue treatment with that provider and you will be required to choose a provider within the MPN.

If your provider has been terminated for another reason, St. Paul Travelers will contact you and your provider in order to determine rights and responsibilities to complete treatment with the terminated provider. If you have one of the following conditions, you may qualify to continue treating with your treating provider even though the provider has terminated the MPN:

(a) An acute condition Your medical condition involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a duration of less than 90 days. St. Paul Travelers will authorize completion of the treatment for the duration of the acute condition, subject to the provider's cooperation as described below.

(b) Serious chronic Your injury or illness is one that is serious in nature and persists without full cure or worsens over 90 days and requires ongoing treatment. St. Paul Travelers will authorize completion of treatment for a serious chronic condition that will not exceed 12 months from the contract termination date, subject to the provider's cooperation as described below.

(c) Terminal illness You have an incurable or irreversible condition that is likely to cause death within one year or less. St. Paul Travelers will authorize completion of treatment for the duration of a terminal illness, subject to the provider's cooperation as described below.

(d) Pending surgery or other procedure You already have a surgery or other procedure that has been authorized by St. Paul Travelers as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract termination date. St. Paul Travelers will affirm authorization for continued treatment as described in this paragraph subject to the provider's cooperation as described below.

If you qualify under one of the above listed treatment conditions and request to continue to treat with the terminated provider, St. Paul Travelers will contact the provider to affirm the provider's willingness and capability to continue treatment under the same contractual terms and conditions that existed prior to termination. If the provider is unwilling or incapable of continuing treatment, St. Paul Travelers will advise you to seek treatment from another provider within the MPN. In such circumstances, St. Paul Travelers will not be obligated to authorize continued services beyond the contract termination date, and will communicate the timeframe they will be authorized to continue treatment with the terminated provider.

If you have chosen to continue treatment with the terminated provider and the provider has agreed to continue to treat, St. Paul Travelers will be responsible for payment of completion of the medically necessary treatment. St. Paul Travelers will not be responsible for unauthorized treatment.

If you choose not to continue with the terminated provider, you will be advised of how to choose a new provider within the MPN.

If St. Paul Travelers has determined that no further treatment will be authorized with the terminated physician and you disagree, you may ask your treating doctor for a report that addresses whether you have one of the condi-

tions listed above. Your treating physician must respond to your request within 20 calendar days. If your treating physician fails to issue the report, then the determination made by St. Paul Travelers shall apply.

If either St. Paul Travelers or you do not agree with your treating doctor's report, this dispute will be resolved according to Labor Code Section 4062. If your treating doctor agrees that your condition does not meet one of those medical conditions listed above, you shall choose a new provider from within the MPN until the dispute is resolved. If the treating physician does not agree with St. Paul Travelers' determination that you do not meet one of the medical conditions listed above, you shall continue to treat with the terminated provider until the dispute is resolved.

What if I disagree with my doctor about medical treatment?

If you disagree with either the diagnosis or treatment prescribed by your treating provider, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact your Case Manager (either orally or in writing) and tell them you want a **second opinion**. The Case Manager will make sure that you have a regional area listing of MPN providers, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a second opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the second opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. You may request a copy of the medical records that are sent to the second opinion provider. If the second opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection. During this process, you will be required to continue treatment with your treating physician or with a physician of your choice within the MPN.

After you receive the second opinion, if you still disagree with the diagnosis or treatment, you may seek a **third opinion** from another appropriate MPN provider. If you want a third opinion, you must contact your Case Manager (either orally or in writing) and tell them you want a third opinion. The Case Manager will make sure that you have a regional area listing of MPN providers, based on the specialty or recognized expertise in treating the particular injury or condition in question, for you to choose from. Then you may choose a doctor from the MPN list, make an appointment within 60 days of receipt of the list of MPN providers and notify the Case Manager of your appointment date. If you do not make an appointment within 60 days of receipt of the list of MPN providers, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

Upon notification of the appointment date, your Case Manager will contact the physician selected to perform the third opinion and inform them of the nature of the dispute and their role and provide them with any necessary medical records needed for their review. You may request a copy of the medical records that are sent to the third opinion provider. If the third opinion provider that you chose feels that your injury or illness is outside the type of injury or illness he or she normally treats, the provider's office will notify your Case Manager and you will receive a new list of MPN providers from which to make another selection.

You may obtain any recommended treatment indicated by the second and/or third opinion physician(s) by either changing physicians to the second opinion physician, third opinion physician, or other physician within the MPN.

If after the third opinion, you still disagree with your provider's diagnosis or treatment of your illness or injury, you may ask for an **Independent Medical Review** (IMR). Your Case Manager will have given you the information on requesting an IMR and provided you with the IMR Application at the time you request a third opinion.

An IMR will be performed by a provider outside of the MPN who will be selected by the DWC Administrative Director based upon the specialty of the treating provider and other information submitted with the IMR Application. The provider will be selected to conduct an independent assessment of your dispute.

If the IMR provider does not agree with your treating provider's diagnosis or treatment of your illness or injury, you can receive treatment from either an MPN provider or a non-MPN provider. If you choose a provider that is outside the MPN, the treatment you receive from that provider can only be for the treatment or diagnostic service recommended by the IMR provider. Once any treatment provided to you related to the disputed diagnosis or treatment is completed, you must seek any further care from an MPN provider.

What if I have questions or need help?

You may always contact your Case Manager or the MPN Team if you need help or further explanation about your medical treatment if you have a work-related injury or illness. The St. Paul Travelers MPN Team can be reached at 800-287-9682.

DWC Information & Assistance Officer: If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call Information and Assistance Officer at the Division of Workers' Compensation at 1-800-736-7401.

Independent Medical Review: If you have questions about the Independent Medical Review process or the Independent Medical Reviewer, you may contact the Division of Workers' Compensation's Medical Unit at:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 or (800) 794-6900

Keep this information in case you have a work-related injury or illness.

ACKNOWLEDGEMENT OF RECEIPT OF MPN INFORMATION

I acknowledge that I have received information regarding my employer's use of a Medical Provider Network for Workers' Compensation claims.

_____
Employee's Name (please print)

_____ _____
Employee's Signature Today's Date

Employer: Please place in Employee's Personnel file

AVISO DEL NUEVO PROGRAMA DE COMPENSACIÓN DEL TRABAJADOR PARA EMPLEADOS:
Medical Provider Network (MPN) Cadena o Red de Proveedores de Medicina

La ley de California requiere que su patrón o compañía de empleo le de y pague el tratamiento médico si se dañan o lesionan en el trabajo. Su patrón /compañía de trabajo le asistirá el tratamiento médico por medio del programa (MPN). Esta notificación describe el programa y sus derechos en elegir la asistencia médica para enfermedades y lesiones relacionadas con su trabajo.

¿Qué es la Red de Proveedores Médicos ("MPN")?

Una Red de Proveedores Médicos ("MPN") es un grupo de proveedores de atención médica (médicos y otros tipos de proveedores) que estarán a cargo y dirigirán toda atención médica que reciba si usted se lesiona en el trabajo. (St. Paul Travelers) utiliza a First Health, una compañía nacional de administración de atención médica cuya red de proveedores ha sido aprobada por el Director Administrativo de la Secretaría de Indemnización Laboral ("DWC", por sus siglas en inglés) para proporcionar tratamiento a los trabajadores que se lesionan en el trabajo. Los profesionales de la Red de Proveedores Médicos ("MPN") se especializan en lesiones relacionadas con el trabajo y satisfacen las normas de acceso a los cuidados convencionales para las lesiones ocupacionales y enfermedades relacionadas con el trabajo.

Las normas de acceso a la Red de Proveedores Médicos ("MPN") requieren que dicha Red de Proveedores Médicos ("MPN") proporcione por lo menos tres médicos de cada especialidad que se ocupan de tratar lesiones en concepto de indemnización laboral. La Red de Proveedores Médicos ("MPN") cuenta con proveedores de atención primaria dentro de un área de 15 millas o a 30 minutos de distancia y con proveedores especialistas dentro de un área de 30 millas o a 60 minutos de distancia de su residencia o trabajo. La Red de Proveedores Médicos ("MPN") también facilita que usted pueda concertar una cita para obtener servicios que no sean de emergencia dentro de un período de 3 días hábiles y para los servicios de especialistas dentro de un período de 20 días hábiles posterior a que St. Paul Travelers reciba el pedido de tratamiento. Además, las regulaciones requieren que la Red de Proveedores Médicos ("MPN") utilicen las pautas de tratamiento médico adoptadas por la Secretaría de Indemnización Laboral ("DWC") al tomar cualquier decisión relacionada con los cuidados o tratamiento médico. Si usted necesita cuidados médicos relacionados con un reclamo de indemnización laboral, es posible que reciba estos cuidados de parte de proveedores que se encuentran dentro de la Red de Proveedores Médicos ("MPN").

¿Cómo hago para saber qué doctores forman parte de la Red de Proveedores Médicos ("MPN")?

Usted podrá comunicarse con:

El Equipo de la Red de Proveedores Médicos de St. Paul Travelers

800-287-9682

Este equipo podrá responder sus preguntas con respecto a la Red de Proveedores Médicos ("MPN") y ayudarle a encontrar los nombres de proveedores de la Red de Proveedores Médicos ("MPN") o ayudarle si usted está teniendo dificultad para obtener una cita con un proveedor de la Red de Proveedores Médicos ("MPN"). Hay varios medios para localizar a los proveedores de la Red de Proveedores Médicos ("MPN"). Usted podrá:

- Comunicarse con el(la) Administrador(a) de su Caso (Reclamo o Médico)
- Comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") anteriormente mencionado
- Comunicarse con su empleador
- Dirigirse al sitio en la red: www.mywcinfo.com
  - Pulse el casillero: "Empleado Lesionado"
  - Pulse el casillero Proveedor Médico de la Red, luego siga las indicaciones

¿Qué sucede si me lastimo en el trabajo?

Si usted resulta lesionado(a) o sufre de una enfermedad relacionada con su trabajo que es de emergencia, llame al 911 o bien diríjase al centro de emergencias médicas más cercano.

Usted deberá notificar a su empleador lo antes posible después de haber recibido tratamiento de emergencia. Si su lesión o enfermedad no es de emergencia, notifique a su empleador que usted ha sufrido una lesión

relacionada con su trabajo. Su empleador o asegurador hará los arreglos para una cita inicial con un doctor de la Red de Proveedores Médicos ("MPN").

¿Cómo hago para seleccionar a un proveedor?

Después de la primera visita con un proveedor de la Red de Proveedores Médicos ("MPN") debido a su lesión o enfermedad relacionada con el trabajo, usted podrá continuar recibiendo tratamiento de parte de este doctor o podrá seleccionar a otro proveedor de la Red de Proveedores Médicos que resulte apropiado para tratar su lesión. De ser necesario, usted podrá seleccionar a un especialista o solicitar que el doctor a cargo de su tratamiento le recomiende a un especialista. Si usted necesita ayuda para seleccionar a un doctor o si tiene dificultad para obtener una cita con un doctor de la Red de Proveedores Médicos ("MPN"), comuníquese con su Administrador(a) del Caso o con el equipo de la Red de Proveedores Médicos ("MPN") para que le presten ayuda.

¿Qué sucede si no hay proveedores en mi área?

La Red de Proveedores Médicos ("MPN") cuenta con proveedores disponibles dentro de todo el estado de California. Si usted encuentra que no hay un médico o especialista apropiado disponible para que le proporcione tratamiento en su área, por favor, comuníquese con el(la) Administrador(a) de su Caso o con el Equipo de la Red de Proveedores Médicos para obtener asistencia. Es posible que en este caso, usted tenga derecho a ver a un especialista que no pertenezca a la Red de Proveedores Médicos ("MPN").

¿Qué sucede si estoy trabajando o viajando fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN")?

Si su empleador le ha autorizado a trabajar o viajar de forma temporaria fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") por motivos de trabajo y surge la necesidad de obtener cuidados médicos que no son de emergencia, usted podrá obtener tratamiento de parte de un proveedor de su elección. Además, usted podrá comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") o con el Administrador de su Caso para que le ayuden a obtener los cuidados médicos apropiados dentro de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

¿Qué sucede si yo estoy residiendo de forma permanente o temporal fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN")?

Si usted es un ex empleado cuyo empleador todavía tiene obligaciones para con usted de indemnización laboral y usted reside de forma permanente fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") y surge la necesidad de obtener atención médica que no sea de emergencia, usted podrá recibir tratamiento de parte de un proveedor de su elección. Además, usted podrá comunicarse con el(la) Administrador(a) de su caso para que le ayude a obtener los cuidados médicos apropiados dentro de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

Si usted es un(a) empleado(a) lesionado(a) que durante su recuperación decide residir de forma temporal fuera del área geográfica de servicio de la Red de Proveedores Médicos ("MPN") y surge la necesidad de obtener atención médica que no sea de emergencia, comuníquese con el médico primario a cargo de su tratamiento perteneciente a la Red de Proveedores Médicos ("MPN") o con el(la) Administrador(a) de su Caso para que le ayuden a obtener una lista de los proveedores de su área. Si su lesión requiere cuidados de emergencia, llame al 911 o diríjase al centro de tratamiento de emergencias médicas más cercano.

¿Qué sucede si yo ya estoy recibiendo tratamiento debido a una lesión relacionada con el trabajo antes del inicio de la Red de Proveedores Médicos ("MPN")?

Si el doctor a cargo de su tratamiento actual es miembro del programa de la Red de Proveedores Médicos ("MPN") de St. Paul Travelers, entonces, usted podrá continuar el tratamiento con este doctor y su tratamiento se encontrará amparado por la Red de Proveedores Médicos ("MPN"). Si el doctor a cargo de su tratamiento actual no es miembro o no se le permite convertirse en miembro de la Red de Proveedores Médicos ("MPN"), entonces, es posible que a usted se el envíe a un doctor de la Red de Proveedores Médicos ("MPN") para que reciba tratamiento. Si este fuera el caso, a usted se le enviará una carta y su doctor también será notificado.

St. Paul Travelers cuenta con un plan para "Transferencia de Atención Médica" que describe qué es lo que ocurrirá si usted está recibiendo tratamiento en la actualidad debido a una lesión relacionada con el trabajo con un médico que no es miembro de la Red de Proveedores Médicos ("MPN"). Una copia del plan para "Transferencia de Atención Médica" se pondrá a su disposición si usted lo solicita.

Si el doctor a cargo de su tratamiento actual que no pertenece a la Red de Proveedores Médicos ("MPN") se convierte en un proveedor de dicha red, entonces, usted y su proveedor recibirán notificación escrita de parte de St. Paul Travelers indicando que su tratamiento ahora se proporcionará de conformidad con las disposiciones de la Red de Proveedores Médicos ("MPN").

Usted no será transferido(a) a un doctor de la Red de Proveedores Médicos ("MPN") si su lesión o enfermedad reune cualquiera de las siguientes condiciones:

(a) Grave El tratamiento de una lesión o enfermedad que se anticipa se resolverá dentro de un período de 90 días.

(b) Crónica Grave Su lesión o enfermedad es de índole grave y persiste sin cura total o empeora a lo largo de un período de 90 días y requiere tratamiento continuo. Una vez que se ha determinado que sufre de una condición crónica grave, es posible que a usted se le permita continuar su tratamiento con su médico actual durante un período que no deberá exceder un año, hasta que se pueda realizar una transferencia de cuidados de forma segura. El período de un año para completar el tratamiento se inicia a partir de la fecha en la que recibe notificación que se ha determinado que usted sufre de una condición crónica grave.

(c) Enfermedad Terminal Usted sufre de una enfermedad o lesión incurable o irreversible que probablemente le ocasionará la muerte dentro de un período de un año o menos. Si se determina que sufre de tal enfermedad, a usted se le permitirá recibir tratamiento de parte de su proveedor actual mientras dure dicha enfermedad terminal.

(d) Cirugía u otro procedimiento pendiente St. Paul Travelers ya le ha dado autorización para una cirugía u otro procedimiento a llevarse a cabo dentro de un período de 180 días contados a partir de la fecha de vigencia de la Red de Proveedores Médicos ("MPN").

Si St. Paul Travelers va a transferir sus cuidados, usted y su médico recibirán notificación escrita. Si no está de acuerdo con la transferencia de cuidados, usted podrá solicitar que el médico a cargo de su tratamiento le proporcione un informe que indique si usted satisface alguna de las categorías mencionadas anteriormente. El médico a cargo de su tratamiento debe responder a su pedido dentro de un período de 20 días calendarios. Si el médico a cargo de su tratamiento no entrega el informe, será la determinación tomada por St. Paul Travelers la que regirá.

Si St. Paul Travelers o usted no está(n) de acuerdo con el informe del doctor a cargo de su tratamiento, esta disputa se resolverá en virtud del artículo 4062 del Código de Trabajo. Usted debe notificar a el(la) Administrador(a) de su Caso si no está de acuerdo con este informe. Si el doctor a cargo de su tratamiento concuerda que su condición no satisface lo mencionado anteriormente, la transferencia de cuidados seguirá adelante mientras usted continúa estando en desacuerdo con la decisión. Si el doctor a cargo de su tratamiento indica que su condición no satisface lo indicado anteriormente, usted podrá continuar recibiendo tratamiento de parte de dicho médico hasta que se resuelva la disputa.

El médico a cargo de su tratamiento lo podrá derivar a proveedores para que le proporcionen cuidados adicionales dentro o fuera de la Red de Proveedores Médicos ("MPN") hasta que a usted se le transfiera a dicha red.

¿Qué sucede si yo estoy recibiendo tratamiento de un proveedor de la Red de Proveedores Médicos ("MPN") y el proveedor abandona dicha red?

Si su médico deja de participar de la Red de Proveedores Médicos ("MPN"), el(la) Administrador(a) de su Caso le indicará cuáles son sus opciones con respecto a la continuación del tratamiento en base al Plan de Continuidad de Atención Médica aprobado por parte de St. Paul Travelers. Por favor, comuníquese con el(la) Administrador(a) de su Caso para hacer preguntas con respecto a sus opciones. Una copia del "Plan de Continuidad de Atención Médica" se pondrá a su disposición si usted lo solicita.

Si su proveedor ya no pertenece a la Red de Proveedores Médicos ("MPN") debido a que dicha red ha rescindido su contrato por asuntos relacionados con causas o motivos médicos de índole disciplinaria, fraude o actividad delictiva, a usted no se le permitirá que continúe recibiendo tratamiento de parte de ese proveedor y se le requerirá que elija a un proveedor participante de la Red de Proveedores Médicos ("MPN").

Si su proveedor ha sido rescindido por algún otro motivo, St. Paul Travelers se comunicará con usted y con su proveedor para poder determinar los derechos y responsabilidades para completar el tratamiento con el proveedor rescindido. Si usted sufre de alguna de las siguientes condiciones, es posible que reúna los requisitos para continuar recibiendo tratamiento del proveedor que está a cargo del mismo, a pesar de que el proveedor ha rescindido su relación laboral con la Red de Proveedores Médicos ("MPN"):

(a) Una enfermedad o lesión grave Su dolencia implica el inicio repentino de síntomas ocasionados por una enfermedad, lesión u otro problema médico que requiere atención médica sin demoras y cuya duración es inferior a los 90 días. St. Paul Travelers autorizará que se complete el tratamiento mientras dure dicha condición de gravedad sujeta a la cooperación del proveedor de acuerdo a lo que se describe a continuación.

(b) Crónica grave Su lesión o enfermedad es de índole grave y persiste sin cura total o empeora durante un período de 90 días y requiere tratamiento continuo. St. Paul Travelers autorizará que se complete el tratamiento de una condición crónica grave que no exceda los 12 meses contados a partir de la fecha de rescisión del contrato sujeto a la cooperación del proveedor según lo que se indica a continuación.

(c) Enfermedad terminal Usted tiene una condición incurable o irreversible que tiene altas probabilidades de ocasionar la muerte dentro de un período de un año o menos. St. Paul Travelers autorizará que se complete el tratamiento mientras dure la enfermedad terminal, sujeto a la cooperación del proveedor, según se describe a continuación.

(d) Cirugía u otro procedimiento pendiente St. Paul Travelers ya ha autorizado una cirugía u otro procedimiento como parte de un curso de tratamiento documentado y que ha sido recomendado y documentado por parte del proveedor a llevarse a cabo dentro de un período de 180 días contados a partir de la fecha de rescisión del contrato. St. Paul Travelers reafirmará la autorización para la continuación del tratamiento sujeto a la cooperación del proveedor según lo que se describe a continuación.

Si su caso reúne alguna de las condiciones de tratamiento enumeradas anteriormente y solicita continuar su tratamiento con el proveedor rescindido, St. Paul Travelers se comunicará con el proveedor para confirmar la intención y capacidad del proveedor de continuar el tratamiento de acuerdo a los mismos términos y condiciones contractuales que existían antes de la rescisión. Si el proveedor no está dispuesto o es incapaz de continuar a cargo del tratamiento, St. Paul Travelers le aconsejará al trabajador lesionado que solicite tratamiento de parte de otro proveedor dentro de la Red de Proveedores Médicos ("MPN"). En dichas circunstancias, St. Paul Travelers no estará obligado a autorizar la continuación de servicios más allá de la fecha de rescisión del contrato y le comunicará el período de tiempo durante el cual tendrá autorización para continuar recibiendo tratamiento de parte del proveedor rescindido.

Si usted ha optado por continuar su tratamiento con el proveedor rescindido y el proveedor ha prestado su consentimiento para proporcionar el tratamiento, St. Paul Travelers será responsable del pago para completar el tratamiento que resulta necesario desde un punto de vista médico. St. Paul Travelers no será responsable de tratamientos que no hayan sido autorizados.

Si opta por no continuar con el proveedor rescindido, a usted se le indicará el modo de elegir otro proveedor nuevo dentro de la Red de Proveedores Médicos ("MPN").

Si St. Paul Travelers decide que no se autorizará tratamiento adicional por parte del médico rescindido y usted no está de acuerdo, usted podrá solicitar que su doctor proporcione un informe que indique si usted satisface alguna de las condiciones enumeradas anteriormente. El médico a cargo de su tratamiento debe responder a su solicitud dentro de un período de 20 días calendarios. Si el médico a cargo de su tratamiento no presenta el informe, la decisión de St. Paul Travelers será la que regirá.

Si St. Paul Travelers o usted no están de acuerdo con el informe del doctor a cargo del tratamiento, esta disputa se resolverá en virtud del artículo 4062 del Código de Trabajo. Si el doctor a cargo de su tratamiento está de acuerdo con que su condición no satisface alguna de las condiciones médicas indicadas anteriormente, usted

deberá elegir a un nuevo proveedor que pertenezca a la Red de Proveedores Médicos ("MPN") hasta la resolución de la disputa. Si el médico a cargo del tratamiento no está de acuerdo con la decisión de St. Paul Travelers en cuanto a que no satisface ninguna de las condiciones médicas enumeradas anteriormente, usted continuará recibiendo tratamiento de parte del proveedor rescindido hasta que se resuelva la disputa.

¿Qué sucede si yo no estoy de acuerdo con mi doctor acerca del tratamiento médico?

Si usted no está de acuerdo con el diagnóstico o con el tratamiento indicado por el proveedor a cargo del mismo, usted podrá solicitar una segunda opinión de parte de otro doctor que forme parte de la Red de Proveedores Médicos ("MPN"). Si usted desea una segunda opinión, deberá comunicarse con el(la) Administrador(a) de su Caso (tanto verbalmente como por escrito) e indicarle que usted desea una **segunda opinión**. El(la) Administrador(a) del caso se asegurará de que usted tenga una lista de proveedores de la Red de Proveedores Médicos ("MPN") del área de la que elegir en base a la especialidad o experiencia reconocida para tratar la lesión o condición en particular. Luego usted podrá seleccionar a un doctor de la lista de la Red de Proveedores Médicos ("MPN"), hacer una cita dentro de un período de 60 días de haber recibido la lista de proveedores de la MPN y notificar al Administrador(a) de su Caso acerca de la fecha de su cita. Si no hace la cita dentro de un período de 60 días después de haber recibido la lista de proveedores de la Red de Proveedores Médicos ("MPN"), a usted no se le permitirá obtener una segunda opinión con respecto a este diagnóstico o tratamiento disputado del médico que le está proporcionando el tratamiento.

Una vez que se le notifique acerca de la fecha de la cita, el(la) Administrador(a) de su Caso se comunicará con el médico seleccionado para proporcionar la segunda opinión e informarle acerca de la índole de la disputa y de su papel en la misma, y proporcionarle los archivos médicos necesarios para su consideración. Usted podrá solicitar que se le envíe una copia de los archivos médicos que se le envían al proveedor que proporcionará la segunda opinión. Si el proveedor a cargo de la segunda opinión que usted selecciona considera que la lesión o enfermedad se encuentra fuera del tipo de lesión o enfermedad para la que él o ella proporciona tratamiento, la oficina del proveedor le notificará al Administrador(a) del Caso y usted recibirá una lista nueva de proveedores de la Red de Proveedores Médicos ("MPN") de la cual podrá volver a elegir. Durante este proceso, a usted se le requerirá que continúe con el médico a cargo de su tratamiento o con el médico de su elección que pertenezca a la Red de Proveedores Médicos ("MPN").

Una vez que recibe la segunda opinión, si usted continúa en desacuerdo con el diagnóstico o tratamiento, usted podrá solicitar una **tercera opinión** de parte de otro proveedor apropiado perteneciente a la Red de Proveedores Médicos ("MPN"). Si desea una tercera opinión, usted debe comunicarse con el(la) Administrador(a) de su Caso (tanto de forma verbal como escrita) e informarle que usted desea una tercera opinión. El(la) Administrador(a) de su Caso se asegurará de que tenga una lista de la cual pueda elegir proveedores de la Red de Proveedores Médicos ("MPN") de su área que se base en la especialidad o experiencia reconocida en el tratamiento de la lesión o condición en cuestión. Luego, usted podrá seleccionar a un doctor de la lista de la Red de Proveedores Médicos ("MPN"), hacer una cita dentro de un período de 60 días contados a partir de la fecha en la que se reciba la lista de proveedores de la "MPN" y notificar al Administrador(a) del Caso acerca de la fecha de su cita. Si no hace una cita dentro de los 60 días de haber recibido la lista de proveedores de la Red de Proveedores Médicos ("MPN"), a usted no se le permitirá obtener una tercera opinión con respecto a este diagnóstico o tratamiento disputado de parte de este médico.

Cuando reciba notificación de la fecha de la cita, el(la) Administrador(a) de su caso se comunicará con el médico seleccionado para que proporcione la tercera opinión y le informará acerca de la índole de la disputa y de su papel en la misma y le proporcionará todos los archivos médicos necesarios para su consideración. Usted podrá solicitar una copia de los expedientes médicos que se le envíen al proveedor a cargo de la tercera opinión. Si el proveedor a cargo de la tercera opinión que usted elija decide que su lesión o enfermedad se encuentra fuera del tipo de lesión o enfermedad para la que él o ella normalmente proporciona tratamiento, la oficina del proveedor le notificará al Administrador(a) de su Caso y usted recibirá una lista nueva de proveedores de la MPN de la cual podrá volver a elegir.

Usted podrá obtener todo tratamiento recomendado que le haya indicado el o los médicos a cargo de la segunda y/o tercera opinión y cambiar al médico que dio la segunda opinión o la tercera opinión o a cualquier otro médico que se encuentre dentro de la Red de Proveedores Médicos ("MPN").

Si después de la tercera opinión, usted sigue no estando de acuerdo con el diagnóstico o tratamiento de su enfermedad o lesión, usted podrá solicitar una **Revisión Médica Independiente** ("IMR", por sus siglas en inglés). El(la) Administrador(a) de su Caso le proporcionará la información para solicitar la Revisión Médica Independiente y dará la Solicitud en el momento de solicitar una tercera opinión.

Un proveedor que no pertenece a la Red de Proveedores Médicos estará a cargo de la Revisión Médica Independiente ("IMR") y dicho médico será seleccionado por parte del Director Administrativo de la Secretaría de Indemnización Laboral ("DWC") en base a la especialidad del proveedor a cargo del tratamiento y de otra información presentada con la Solicitud de la Revisión Médica Independiente ("IMR"). Se seleccionará al proveedor para que lleve a cabo una evaluación independiente de su disputa.

Si el proveedor a cargo de la Revisión Médica Independiente ("IMR") no está de acuerdo con el diagnóstico o tratamiento del proveedor a cargo de su lesión o enfermedad, usted podrá recibir tratamiento de parte de un proveedor de la Red de Proveedores Médicos ("MPN") o de un proveedor que no pertenezca a la "MPN". Si elige a un proveedor que no pertenece a la Red de Proveedores Médicos ("MPN"), el tratamiento que usted reciba de dicho proveedor consistirá solamente del servicio de tratamiento o de diagnóstico recomendado por el proveedor a cargo de la Revisión Médica Independiente ("IMR"). Una vez completado todo tratamiento con respecto a su diagnóstico o tratamiento disputado, usted debe solicitar cuidados adicionales de parte de un proveedor de la Red de Proveedores Médicos ("MPN").

¿Qué sucede si deseo hacer alguna pregunta o necesito ayuda?

Usted podrá comunicarse con el Administrador de su Caso o con el Equipo de la Red de Proveedores Médicos ("MPN") en cualquier momento si necesita ayuda o una explicación adicional con respecto a su tratamiento médico cuando sufre una lesión o enfermedad relacionada con el trabajo. Usted puede comunicarse con el Equipo de la Red de Proveedores Médicos ("MPN") de St. Paul Travelers llamando al 800-287-9682.

Funcionario de Información y Asistencia de la Secretaría de Indemnización Laboral ("DWC"): Si tiene alguna inquietud, queja o preguntas con respecto a la Red de Proveedores Médicos, el proceso de notificación o su tratamiento médico después de una lesión o enfermedad relacionada con su trabajo, usted puede llamar al Funcionario de Información y Asistencia en la Secretaría de Indemnización Laboral al 1-800-736-7401.

Revisión Médica Independiente ("IMR"): Si tiene preguntas con respecto al proceso de Revisión Médica Independiente, usted podrá comunicarse con la Unidad Médica de la Secretaría de Indemnización Laboral:

P.O. Box 8888
San Francisco CA 94128-8888
(650) 737-2700 o (800) 794-6900

Guarde esta información en caso que usted tenga lesión o enfermedad relacionada con su trabajo.

ACUSE DE RECIBO DE LA INFORMACIÓN DE LA MPN

Yo admito haber recibido información relacionada con la utilización por parte de mi empleador de una Red Proveedora Médica para reclamos de Indemnizaciones a los Trabajadores.

_____
Nombre del Empleado (escribir con letra imprenta)

_____ _____
Firma del Empleado Fecha Actual

Empleador: sírvase incluir en el archivo del personal del empleado

CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name: _____

Name of Contact Person: _____ Telephone #: _____

Policy #: (TC2JUB-121D320-6-07) Effective Date of Policy: 01-01-07

I am submitting a copy of my workplace safety program that meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1) Written safety policy and safety rules
2) Safety inspections
3) Preventative maintenance
4) Safety training
5) First aid
6) Accident investigation
7) Necessary record keeping

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any misleading or untrue information. I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

I am aware that if I knowingly and willfully falsify or conceal a material fact, make a false, fictitious or fraudulent statement or representation; or make or use any false document knowing the document to contain any false, fictitious or fraudulent entry or statement to my carrier of workers compensation insurance under Section 442, Florida Statutes, I will be guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and will be subject further to a penalty in the amount of $500 a day, not to exceed $50,000 for each occurrence; and

I am also aware that if I, in any matter within the jurisdiction of the division, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent entry, that I commit a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes. Moreover, I understand that an employer who commits such an act will be subject further to a penalty in the amount of $500 a day, not to exceed $50,000 for each occurrence.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

_____
(Signature)

_____
(Print Name and Title)

_____
(Date)

State of Florida
County of _____

Sworn to, or affirmed, and subscribed before me

this _____ day of _____

20 _____, by _____

_____
(Signature of Notary)

_____
(Expiration Date and Number)

W09N8B05

005189

NEW JERSEY

NOTICE OF ELECTION – PROPRIETORS AND PARTNERS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

The New Jersey Workers' Compensation Law was amended effective April 13, 2000. The amendment permits **election** by a self-employed person or partners of any partnership including partners of a limited liability partnership and members of a limited liability company actively performing services on behalf of the business to be deemed employees for the purpose of receipt of benefits and the payment of premiums. This election does not affect the insurance obligations for employees other than the self-employed person, partners or members.

The election must be made at the time the policy is purchased or renewed and must be effective at the inception date of the policy. It is important to note that the election cannot be rescinded during the policy period and that in the case of any partnership including a limited liability partnership or limited liability company, **ALL** of the partners or **ALL** of the members must elect the coverage. You will be required to pay a premium based on the remuneration and duties of the self-employed person or each partner or each member.

The insurer or insurance producer shall not be liable in an action for damages on account of the failure of a business, limited liability partnership, limited liability company or partnership to elect to obtain workers' compensation coverage for a self-employed person, limited liability partner, limited liability company member or partner, unless the insurer or insurance producer causes damage by a willful, wanton or grossly negligent act of commission or omission.

Whether electing or rejecting coverage, it will be necessary to complete the information requested below. This completed form must then be returned to the carrier/producer. A copy of this Notice and proof of mailing should be retained for your records.

NAME OF BUSINESS _____

COVERAGE IS ELECTED ☐ **COVERAGE IS REJECTED** ☐ **BUSINESS IS A CORPORATION or OTHER FORM OF ORGANIZATION** ☐

Always complete this section

Name(s) of Proprietor or ALL Partners (Please Print)	Estimated Annual Wage	Duties
1.		
2.		
3.		
4.		
5.		
6.		

Complete this section only when coverage is elected

Signature: _____ Date: _____
Proprietor or a Partner

Always complete this section

Form PP-1 A 7/01

W29Q4F01

005180

MEDICAL AUTHORIZATION

RE: Name:
SS#:
DOB:

Date:
Claim Number:

YOU ARE HEREBY AUTHORIZED TO RELEASE TO

Travelers Indemnity Company and its Property/Casualty affiliates
or Constitution State Services, LLC
215 Shuman Boulevard
Naperville, IL 60567
Fax: 877/786-5567

or any representative acting on its behalf, including my employer, and to permit them to examine and/or copy:

> Any and all hospital records, medical records, psychological records, x-ray films and their reports, all tests of any type and character and their reports, statements of charges and any and all records of medical care, history, condition, treatment, diagnosis, prognosis, etiology or expense in your possession or control pertaining to the undersigned. (Illinois Mental Health and Developmental Disabilities Confidentiality Act—REF. 740 ILCS 110/1 et seq; and, Illinois Workers Compensation Act 820 ILCS 305/8(a))

You are also authorized to discuss with them my injuries, physical condition, treatment and care and to furnish them with a written report regarding same.

The purpose for releasing this information is:

(A) To facilitate the evaluation of my claim for Workers' Compensation benefits. (REF: 50 IL Admin Code, Ch II § 7110.70).

(B) To permit said disclosed information to be admitted into evidence at a hearing on my claim for said benefits pursuant to the appropriate rules of practice before the Illinois Industrial Commission.

A photostatic copy of this authorization shall be as valid as the original. This authorization is valid for the duration of the claim.

You are hereby released from any and all liability or responsibility, which could or might result because of the disclosure of any information pursuant to this authorization.

_____ DATE

_____ SIGNATURE

_____ PRINT NAME

TRAVELERS

Hydraulics vs. Illinois Industrial Commission

The above captioned case law has significantly impacted the manner in which insurers and **employers** are able to obtain medical information on Workers Compensation cases within the Benefit State of Illinois. This decision makes *ex-parté* (direct and unauthorized) communications to any and all injured worker's medical providers unlawful if a signed waiver from the employee or, if represented, his/her attorney has not been obtained.

In March, 2002, in the case of *Hydraulics vs. The Illinois Industrial Commission*, the Appellate Court held that *ex-parté* communication between the carrier/employer and medical provider is unlawful without a signed waiver from the employee or, if represented, his/her attorney. The Hydraulics case was appealed to the Illinois Supreme Court. In October 2002, the Supreme Court declined to hear this case.

Impact for Travelers Customers

- With the need to obtain a waiver, there will be a delay in obtaining medical information in most, if not all claims. As Travelers believes in early and aggressive claim management, this delay or inability to obtain needed medical information from providers may have an unfavorable impact on our ability to manage the claim to its best possible outcome.
- Although there is no precedent for this type of judicial mandate, we are projecting that a majority of injured workers will execute a waiver upon presenting a claim. On those claims where a waiver is not voluntarily signed, and where we are not able to confirm medical causation without this information, we may be forced to deny the claim. We hope we can avoid these situations with full cooperation by employers, injured workers, and physicians.
- Possible increased involvement of attorneys/filings may occur as a result of the denial trend noted above and the possible delay in issuing TTD benefits or medical bill payment pending receipt of the waivers.

What Can Employers Do?

- The Hydraulic decision applies to both insurers and employers. Thus, employers are barred from direct communication to medical providers of their injured workers unless they have obtained the signed waiver release.
- Assist Travelers/CSS in getting the waiver signed prior to reporting a claim. Employers will be provided a waiver form both manually and/or electronically to facilitate this process.
- Consult your legal department if you are in doubt about any such actions that you are contemplating regarding direct communication with injured worker's medical providers.

What is Travelers doing?

- We have redesigned our workflow process for Illinois WC claims to accommodate the Hydraulics mandates.
- We are providing waivers to injured workers, employers and medical providers to facilitate an early execution of the waiver. We have been working closely with our network providers to further expedite this process.
- We are working with AIA to identify the most appropriate industry actions to address the Hydraulics impact.

If you have further questions, please contact Jim Wucherpfennig at 630-961-8811.

This document is intended to provide general information about the potential impact of the Hydraulics vs. Illinois Industrial Commission decision, and should not be construed as providing legal advice or legal opinions. You should consult an attorney for any specific legal questions.

If An Employee Is Injured At Work

Prompt reporting of work-related injuries and illnesses and the use of Medical Network Providers contracted for St. Paul Travelers nationwide can lower Workers Compensation claim costs!

Whenever an Employee suffers a work-related injury or illness, the Employer should:

1. Seek appropriate medical care for the Employee.
2. If the injury or illness is acute, the Employer should always send the Employee to the nearest hospital emergency department.
3. If the injury or illness is not acute, the Employer may suggest that the Employee seek treatment from the nearest Medical Network Provider. Medical Network Providers understand work-related illnesses and injuries, are credentialed to help assure quality care, and cooperate to achieve a medically appropriate return to work for the Employee. Medical Network Providers (hospitals, initial care clinics, specialists, testing, therapy, etc.) are available in all 50 States and the District of Columbia. Even before an illness or injury occurs, it may be helpful for the Employer to build a relationship with a convenient Medical Network Clinic or Hospital that will provide initial treatment for ill or injured Employees.
4. The Employee's Supervisor should gather pertinent facts about the work-related illness or injury and may use the Worksheet For Workers' Compensation Telephone Reporting provided by St. Paul Travelers as a guide.
5. As soon as possible, the Employer should report all work-related illnesses or injuries to St. Paul Travelers by dialing our toll free number, **1-800-832-7839**. If needed at that time, St. Paul Travelers Customer Service Representative can provide the name of a convenient Medical Network Provider. Prompt reporting of work-related illnesses and injuries is key in helping to reduce claim costs. At the conclusion of the phone call, the St. Paul Travelers Customer Service Representative will provide a claim number that should be retained for the Employer's reference and also provided to the ill or injured Employee.

The card below contains information that may be helpful in reporting work-related illnesses and injuries to St. Paul Travelers and should be kept in a convenient location for use by the Employer when needed.

TRAVELERS WC Claim Reporting

- Please report work-related injuries promptly to St. Paul Travelers: **1-800-832-7839.**
- Learn about all of St. Paul Travelers' Claim Services (including Medical Network Providers) on St. Paul Travelers website. Log on to www.stpaultravelers.com.
- To get to Claim Services on St. Paul Travelers' website, select Business Insurance from the home page. Then choose Workers' Compensation & Managed Care Claim Management from the menu of services in the left margin. Finally, click on Preferred Provider Network to search for a Medical Network Provider near you.

WORKERS' COMPENSATION TELEPHONE REPORTING WORKSHEET

THINGS TO REMEMBER WHEN COMPLETING THE INFORMATION BELOW:
Call the Telephone Reporting Center to quickly and easily report all Workers' Compensation injuries. We will be asking you the following questions, so please have the information handy. We will produce and submit the necessary state forms.

DO NOT DELAY IN CALLING IF YOU DO NOT HAVE ANSWERS TO ALL THE QUESTIONS.

ACCOUNT/ACCIDENT INFORMATION

CALLER'S PHONE NUMBER/EXTENSION	CALLER'S TITLE	CALLER'S NAME	REPORTING STATE
( )			

SUBSIDIARY NAME	SUBSIDIARY'S ADDRESS (STREET, CITY, STATE & ZIP)	SUBSIDIARY'S MAILING ADDRESS (STREET, CITY, STATE & ZIP) ☐ SAME

DID THE ACCIDENT OCCUR AT THE LOCATION ADDRESS?

☐ YES ☐ NO IF NO, ADDRESS WHERE ACCIDENT OCCURRED

PARENT COMPANY/INSURED'S NAME

LOCATION CODE	POLICY SYMBOL AND NUMBER	NATURE OF BUSINESS

DATE OF INJURY	TIME OF INJURY

ACCIDENT DESCRIPTION

EMPLOYEE INFORMATION

INJURED EMPLOYEE'S SOCIAL SECURITY NUMBER	EMPLOYEE'S NAME (FIRST, MI, LAST)	GENDER ☐ MALE ☐ FEMALE

DATE OF BIRTH	EMPLOYEE'S MAILING ADDRESS

EMPLOYEE'S HOME PHONE NUMBER	EMPLOYEE'S HOME ADDRESS (IF DIFFERENT FROM MAILING)
( )	

EMPLOYEE JOB INFORMATION

EMPLOYMENT STATUS CODE	INJURED WORKER TYPE	REGULAR OCCUPATION
☐ FULL-TIME ☐ PART-TIME ☐ OTHER _____		

OCCUPATION WHEN INJURED

EMPLOYEE'S WORK SCHEDULE

REGULAR WORK HOURS HOURS/DAY DAYS/WEEK

EMPLOYEE'S WAGE INFORMATION

$_____/HOUR OR $_____/ANNUAL OR $_____/WEEKLY OVERTIME: $_____ ADDITIONAL BENEFITS: $_____

DATE OF HIRE OR LENGTH OF EMPLOYMENT

SUPERVISOR'S NAME	SUPERVISOR'S PHONE NUMBER: ( )	BEST HOURS TO CONTACT

ACCIDENT INFORMATION

DATE CLAIM REPORTED TO EMPLOYER?	DID EMPLOYEE LOSE ANY TIME FROM WORK? ☐ YES ☐ NO	IS THE EMPLOYEE BACK AT WORK? ☐ YES ☐ NO IF YES, DATE RETURNED TO WORK?

RETURN TO WORK STATUS ☐ LIGHT ☐ MODIFIED ☐ REGULAR	DATE EMPLOYEE LAST WORKED	WAS INJURY FATAL? IF YES, DATE OF DEATH ☐ YES ☐ NO

CAUSE OF ACCIDENT (E.G., SLIP/FALL, LIFTING, CHEMICAL)

EQUIPMENT, MATERIAL OR SUBSTANCE INVOLVED

DO YOU QUESTION THE VALIDITY OF THE CLAIM?

☐ YES ☐ NO

WITNESS INFORMATION/OTHERS INVOLVED

NAME (FIRST, MI, LAST)	ADDRESS	PHONE NUMBER

CONTINUED ON REVERSE SIDE

INJURY INFORMATION

PART OF BODY INJURED (E.G., HEAD, NECK, ARM, LEG)

NATURE OF INJURY (E.G., FRACTURE, SPRAIN, LACERATION

PRIOR INJURY OR PRE-EXISTING CONDITION(S) (IF YES, DESCRIBE)

☐ YES ☐ NO

TREATMENT ("X" ALL THAT APPLY)

☐ FIRST AID —	TREATMENT AND DATE OF 1st TREATMENT
☐ HOSPITAL/ CLINIC —	NAME, ADDRESS, PHONE NUMBER, PHYSICIAN NAME, TREATMENT, DATE OF 1st TREATMENT, LENGTH OF STAY AMBULANCE USED? WAS EMPLOYEE TREATED IN AN EMERGENCY ROOM? ☐ YES ☐ NO WAS EMPLOYEE HOSPITALIZED OVERNIGHT AS AN IN-PATENT? ☐ YES ☐ NO
☐ PHYSICIAN —	

SEE WORKERS' COMPENSATION - FIRST REPORT OF INJURY - STATE SPECIFIC QUESTIONS FOR YOUR INDIVIDUAL STATE.

CUSTOMER SPECIFIC INFORMATION

ADDITIONAL COMMENTS & INFORMATION

WORKER'S COMPENSATION – FIRST REPORT OF INJURY – STATE SPECIFIC QUESTIONS

Alabama
Employee's county:
Return To Work (Y/N):
At What Occupation:
At What Wage:
Employer's ID (U.C. Account) Number:
Specific Product(s) does the business produce:

Alaska
No additional state questions

Arkansas
No additional state questions

Arizona
Last date of work after injury:
Number of days per week company usually works:
Department number:
If validity of claim is doubted, state reason:
Has injured been employed for more than 12 months?
Was employee on overtime when injured?

California
State Unemployment Insurance Account Number:
Date employee was provided claim form:

Colorado
Employer Federal ID#:
Employee's length of experience at this assignment:
Returned to work:
If NO, estimated date of return:
Does employee Receive Room Benefits (Y/N)?
Will Room Benefits continue during disability (Y/N)?

Connecticut
No additional state questions

Delaware
Employer's UC Reporting Number:
Employee's county:
If employee has returned to work?
If yes, at same wage (Y/N):

District of Columbia
Employer's ID #:
Returned to work (Y/N)
At what time?
At what wage:
Per (i.e. day, week, month)
Was injured hired in DC?
Was Employee in his/her regular occupation when injured?
Was injured given Form #7 DCWC?
Piece or time worker (Piece, Time or Blank):

Florida
No additional state questions

Georgia
Wage rate at time of injury:
Do you have a Managed Care Organization (MCO) contract Y/N (if unknown select N):
First day employee failed to work a full day:
Did Employee work the next day (Y/N)?
Return to work wage:
Return to work wage is per (i.e. day, week, month):

Hawaii
Was employee furnished meals or lodging?

Iowa
No additional state questions

Idaho
No additional State Questions

Illinois
Has the injured worker signed a medical authorization?
If yes, inform them to please fax the signed medical authorization to the med auth customer service specialist at 1-877-786-5567.

Indiana
No additional state questions

Kansas
SIC Number:
If worker was admitted to hospital (Y/N)?
If yes, date of admission
Emergency room only (Y/N)?
Returned to work (Y/N)?
If yes, light duty (Y/N)?
Is further medical aid needed (Y/N)?
If compensation is now being paid (Y/N)?
If yes, date of initial payment:
Fatal:
If yes, name and address of dependents:

Kentucky
No additional state questions

Louisiana
Employer's Federal ID#
Employer's UI Reporting #
Returned to Work
If yes, at same wage
Last full day paid
If occupational disease, date of initial diagnosis
Parrish of injury

Maine
State Employer's Unemployment Insurance Account Number (UIAN):
Federal Employer Insurance Number (FEIN):

Maryland
No additional state questions

Massachusetts
Federal ID'#:
Returned to work:
Did employee return to his/her regular occupation (Y/N)?
Describe nature of business or article manufactured: S (Service), W (Wholesale), R (Retail), M (Manufacturing):
Date reported as work related:

Michigan
Federal ID Number:

Minnesota
Date Employer notified of lost time:
NAICS Code:

Mississippi
No additional state questions

Missouri
No additional state questions

Montana
No additional state questions

Nebraska
No additional State Questions

Nevada
How long employed by you in Nevada (years, months):
If validity of claim is doubted, state reason:

WORKER'S COMPENSATION – FIRST REPORT OF INJURY – STATE SPECIFIC QUESTIONS

New Hampshire
- Federal ID #:
- Was the Employee injured in his/her regular occupation (Y/N):
- Was injured hired in New Hampshire?
- Time disability began:
- Number of full time employees?
- Number of Part time employees?
- If leased or temporary worker, client's business name:
- Was accident caused by injured's failure to use or observe safety regulation?
- Probable length of disability
- Returned to work:
- At what occupation:
- Returned at full duty
- Returned at alternative/light duty:
- Initial treatment: (Check those that apply)
- No medical treatment:
- Care provided by employer only (on site):
- Emergency care:
- Hospitalized:
- Other:
- Outpatient:
- Clinic:
- Office Visit:
- Other Explain:
- Managed care program (Y/N)?
- If yes, name provider:
- Is there a written safety program in force? (Y/N):
- Is there an active safety committee? (Y/N):
- Employee's legal first name (Please validate):

New Jersey
- No additional state questions

New Mexico
- No additional state questions

New York
- Did you provide medical care
- If yes, when
- Returned to work (Y/N)
- If yes, at what weekly wage
- Injured workers work week
- Fatal
- If yes, name and address of nearest relative
- Relationship

North Carolina
- Regular wages per day
- Average weekly wages w/overtime
- Return to work
- If yes, at what time
- If yes, what date
- Return to work at what wage
- Per (i.e. day, week, month)
- Return to work at what occupation

North Dakota
- No additional state questions

Ohio
- Time accident reported to employer
- Has employee ever filed a previous application for this injury?
- Has employee filed any other claims with the Bureau of Industrial Commission? (If yes, specify claim number and body parts)
- Employee's county
- Employer's Risk #

Oklahoma
- Was employment agreement made in Oklahoma?
- SIC Number
- Type of Ownership: (P) Private, (S) State Government, (C) County Government, (L) Local Government

Oregon
- Hospitalized Overnight as InPatient (If emergency room only, answer N)
- Did injury occur during the course of employment?
- Was accident caused by failure of machinery or product?
- Did someone (not worker) cause accident?
- Time worker left work
- State of Hire
- Is Worker Premium Exempt (Preferred Worker)?

Pennsylvania
- Employee's County
- Bureau Code
- Employer's county
- NAICS Code

Rhode Island
- Federal ID, #
- Full Day Lost From Work
- Unemployment Insurance number
- Was This Injury Previously an Incident - Only No Medical Treatment And No Lost Time?
- If Yes, Date Employer Notified of Medical Treatment or Lost Time:
- Category of Injury or Illness:
- Illness, Occupational Disease: Repetitive Trauma: Occupational Hearing Loss or Unknown

South Dakota
- Federal ID Number
- SIC Code Number
- Number of, employees
- Body part injured (2 digits)
- Cause of injury (2 digits)
- Nature of injury (2 digits)
- NAIC Code
- Was Employee Hired for Temporary Employment?
- Carrier Code

South Carolina
- No additional state questions

Tennessee
- No additional state questions

Texas
- No additional state questions

Vermont
- Federal ID Number
- Was employee hired in Vermont?
- Does the employer regularly employ 10 or more employees?
- Return to Work
- If Yes, At What Weekly Wage
- Was Injured Paid in Full for Date Disability began (Y/N):
- Was Employee Injured at his/her Regular Occupation (Y/N):
- Fatal
- If Yes, Name, Address and Relationship of Nearest Relative
- Late Date Paid In Full

Virginia
- Return to Work
- If Yes, At What Wage
- Federal Tax ID Number

Washington
- No additional state questions

West Virginia
- No additional state questions

Wisconsin
- No additional state questions

Wyoming
- No additional state questions

U.S. Longshoreman (USDOL)
- No additional state questions

IMPORTANT INFORMATION TO VIRGINIA POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the Travelers office checked below:

_____ Richmond CAM Office
30 Arboretum Place
Richmond, VA 23236
(804) 330-6000

_____ Falls Church CAM Office
3110 Fairview Park Drive
Falls Church, VA 220442
(703) 641-7500

_____ The Travelers Home Office
(Property-Casualty 10 Main North)
One Tower Square
Hartford, CT 06183

_____ Property (860) 277-7361

_____ Casualty (860) 277-3714

For Assistance, ask for:
- ☐ A SAM Marketing Representative
- ☐ A CAD Marketing Representative
- ☐ A CAM Marketing Representative

If you have been unable to contact or obtain satisfaction from TheTravelers or your agent, you may contact the Virginia Bureau of Insurance:

Property and Casualty Division
P.O. Box 1157
Richmond, VA 23209

In state, toll-free: 1-800-552-7954
Out of state, toll-free: 1-804-786-3741

TRAVELERS

PRIVACY NOTICE

THE TRAVELERS INSURANCE COMPANIES PRIVACY POLICY

Thank you for selecting THE TRAVELERS INSURANCE COMPANIES as your workers compensation insurer. At THE TRAVELERS INSURANCE COMPANIES a subsidiary of St. Paul Travelers, we recognize that privacy is important to you. That is why we are committed to protecting your privacy through the adoption of the following privacy principles:

Collection Of Information

We collect, retain, and use information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business. We collect nonpublic personal financial information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, from the following sources:

- information we receive from you or through your agent or broker on applications or other forms;
- information we receive from or about you in the process of adjusting claims;
- information about your other transactions, including risk control and other consulting services, with us, our affiliates or other third parties;
- information about your coverages and loss activity with other carriers; and
- information we receive from a consumer reporting agency.

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name, address, and social security number; financial information such as income, payment history, or credit history; and, under certain circumstances, health information such as information about an illness, disability, or injury. It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent. However, in some circumstances we may disclose information to others without your prior authorization. The most common disclosures are to the following persons:

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business;
- other government authorities;
- our agents and brokers as necessary to conduct our business;
- organizations that perform underwriting and claims investigations;
- another insurance company to which you have applied for a policy or submitted a claim;
- insurance support agencies, law enforcement agencies and our reinsurers; and
- any other third party, as permitted or required by law.

Most importantly, THE TRAVELERS INSURANCE COMPANIES **does not and will not disclose or sell nonpublic personal information** about you, or about participants, beneficiaries or claimants under your workers compensation coverage, **to anyone for marketing purposes.**

Confidentiality And Security

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

Disclosure and Protection of Former Customers' Information

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

Changes In Privacy Policy

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION

For information about how St. Paul Travelers compensates independent agents and brokers, please visit www.StPaulTravelers.com, or you may request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

IMPORTANT NOTICE

NOTIFICATION OF PENDING CHANGES FOREIGN TERRORISM/TRIA

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002 (TRIA), this policy includes disclosure of the rate or premium charged for exposure to "insured loss" as defined under TRIA. TRIA is set to expire as of 12/31/05. If TRIA expires and is not extended or reenacted, the rate or premium disclosed for exposure to "insured loss" shall instead be applicable to exposure to loss caused by "act(s) of foreign terrorism", defined as follows:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage provided for loss caused by an "act of foreign terrorism" shall be subject to all of the terms, definitions, exclusions and conditions of the applicable policy, and any applicable federal and/or state laws, rules or regulations.

IMPORTANT
Policy Audit Information

Dear Policyholder:

This policy is issued with an estimated premium based upon information provided through your Producer. This premium is subject to adjustment at the end of the policy period. At that time, you may receive a request for information in the mail or a premium auditor may contact you to review the necessary records. The information developed is needed to determine the final earned premium for this policy.

Record Maintenance

In order to facilitate audit service, it is necessary to maintain proper records and have them available at the proper time. Based on the nature of your business, some of the following data will be necessary to complete the audit:

1. General Ledger, Financial Statements
2. Payroll Records, Time Books, State Unemployment Returns, FICA Returns, Individual Earnings Records-Monthly totals separated by type of work and overtime.
3. Cash Receipts, Sales Journal
4. Cash Disbursements Journal - Including subcontractors. casual labor and material costs.
5. Certificates of Insurance

IMPORTANT COVERAGE NOTE:

If you utilize subcontractors whose legal status is that of sole proprietor/partner, we may charge premium for these persons as provided under Part 5 of the policy contract even though certificates of insurance may exist. Please contact your producer if you have any questions regarding your Workers' Compensation coverage needs.

Work in Other States

Please advise your Producer if employees are hired for work in states other than those listed in Item 3. of your policy. This will enable your producer to consider your need for coverage in accordance with state laws.

We appreciate the opportunity to serve you. If you have any questions about the enclosed policy or any insurance matters please contact your producer or your Company representative.

TRAVELERS

ALASKA

NOTICE TO INSURED

Dear Policyholder:

This is to notify you that your Workers' Compensation and Employers Liability policy does not provide Other States Coverage for the State of Alaska.

If you have operations or start up an operation in Alaska, and it is not listed in Item 3A of the Information Page, you or your agent must notify us and request that this state be covered under your policy.

With receipt of your request for coverage, we will extend the policy to include this state.

Your Agent can provide you with necessary information and will assist you in obtaining coverage for this state.

POLICYHOLDER NOTICE

YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. INFORMATION AVAILABLE TO YOU

A. Information Available from Us The St. Paul Travelers Companies

(1) General questions regarding your policy should be directed to:

THE ST. PAUL TRAVELERS
P.O. Box 6512
21688 Gateway Center Drive
Diamond Bar, CA 91765
Phone: 1-909-612-3609
Fax: 1-909-612-3629

(2) **DIVIDEND CALCULATION.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

(3) **CLAIMS INFORMATION.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

(1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). Contact information for the WCIRB is: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: http://www.wcirbonline.org. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.

(2) **POLICYHOLDER INFORMATION.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.

II. DISPUTE PROCESS

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance,

you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

THE ST. PAUL TRAVELERS
11090 White Rock Road
Rancho Cordova, CA 95670-6001

Phone: 1-800-538-4587
Fax: 1-877-749-0077

THE ST. PAUL TRAVELERS
P.O. Box 6512
21688 Gateway Center Drive
Diamond Bar, CA 91765

Phone: 1-909-612-3609
Fax: 1-909-612-3629

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

B. **Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

   You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272.

   If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

C. **California Department of Insurance - Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no

written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. RESOURCES AVAILABLE TO YOU IN OBTAINING INFORMATION AND PURSUING DISPUTES

A. **Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-777-0777 and by fax at 415-778-7007.

B. **California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or http://www.insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per $100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.

© 2002 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
   (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
   (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

© 2002 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

TRAVELERS

NOTICE REQUIRED BY LAW – CALIFORNIA

Since our offer to renew your coverage reflects a premium rate increase of 25 percent or more in your governing classification, California law (Insurance Code section 11664) requires us to send you a "notice of nonrenewal", even though we do intend to renew your policy. This constitutes the required notice. For purposes of this Notice, premium rate means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

Insured _____ Date of Notice _____

Policy No _____ Policy Period _____

POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA) Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

TRAVELERS

Your Workers' Compensation Benefits

- **How Do I Report My Workers' Compensation Injury?**
- **What Are My Workers' Compensation Benefits?**
- **How Do I Obtain Them?**

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job, or are a victim of a workplace crime. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as a hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the same motion over and over).

BENEFITS. Workers' compensation benefits include:

Medical Care: Doctor visits, hospital services, physical therapy, lab tests, x-rays, and medicines that are reasonably necessary to treat your injury. You should never see a bill.

Physical Therapy, Occupational Therapy and Chiropractic visits are limited to 24 each.

Temporary Disability Benefits: Payments if you lose wages while recovering.

Permanent Disability Benefits: Payments if your injury causes a permanent disability.

Supplemental Job Displacement Vouchers: If your injury occurs on or after January 1, 2004, you may receive payments if your injury results in permanent disability and your employer is unable to accommodate your new restrictions. The amount is dependent upon you level of disability. If your injury occurred prior to January 1, 2004, you may be eligible for vocational benefits.

Death Benefits: Paid to dependents of a worker who dies from a work-related injury or illness.

Benefits such as temporary, permanent, vocational rehabilitation and death benefits are all payable at a rate based on 2/3 of your average weekly wage, and subject to state minimum and maximum amounts in effect on your date of injury. These benefits are paid every two weeks while you are eligible. For most injuries after April 18, 2004, temporary disability benefits are limited to two years.

If You Get Hurt:

Get Medical Care. If you need first aid, contact your employer. If you need emergency care, call for help immediately.

Report Your Injury. Report the injury immediately to your supervisor. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury, and must also authorize treatment within one working day after you have returned a signed and completed copy of the form. The statute of limitations for filing a workers' compensation claim is one year from the date of injury or, if resulting from repeated exposures, one year from when you realized or should have realized that your job caused it.

See Your Treating Physician. This is the doctor with overall responsibility for treating your injury or illness. If you named your personal physician before injury you may see him or her for treatment. Otherwise, your employer has the right to select the physician who will treat you for the first 30 days. Your personal physician must have treated you and maintained your medical history and records before your work injury. If you wish to change doctors in the first 30 days, your claims administrator must select a new physician within five days of your request. (But if you gave your employer the name of your personal chiropractor or acupuncturist in writing before you were injured, you may switch to the chiropractor or acupuncturist upon request.) If you still need medical care after 30 days, you may be able to switch to a doctor of your own choice. If your employer has an approved medical provider network or HCO, they may be able to limit your choices of treating physicians and have longer medical control. See your employer for more information on your network or HCO.

Discrimination: It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. You may also have additional rights under the Americans with Disabilities Act (ADA) or the Federal Employment and Housing Act (FEHA). For additional information, contact FEHA at (800) 884-1684 or the Equal Employment Opportunity Commission (EEOC) at (800) 669-3362. You can get free information from a state Division of Workers' Compensation Information & Assistance Officer. Hear recorded information and a list of local offices by calling toll-free **(800) 736-7401**.

Learn more online: **http://www.dir.ca.gov**. Link to Workers' Compensation.

For your convenience, the reverse side of this page contains an optional form that you can use to predesignate your personal physician and give to your employer.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

W04NEK04

005207

You have the right to designate your treating physician in the event you injure yourself on the job if you inform your employer in writing before you are injured. Your predesignated physician is your personal physician or chiropractor who has treated you prior to your injury, maintains your medical history and records, and agrees to treat you for any on-the-job injuries.

If your predesignated physician is a chiropractor or acupuncturist, your employer still retains medical control for the first visit. Failure to predesignate a physician gives your employer medical control for the first thirty* days after knowledge of injury.

** If you belong to an approved medical provider network or HCO, your employer may retain medical control for longer periods. Contact your employer for more information about your ability to predisignate.*

Employee: _____
(please print)

Street: _____

City: _____ State: _____ Zip: _____

Phone: (_____)_____

X _____
(your signature)

Physician Name: _____
(please print)

Street: _____

City: _____ State: _____ Zip: _____

Phone: (_____)_____

_____
(physician signature)

Date received by employer: _____

If medical care is not being provided by your employer you have several options. First, contact your claims administrator to find out the status of your claim. If you have given your employer a completed and signed claim form but your claim has been delayed for investigation, your employer is still required to authorize treatment, up to $10,000.00, during the delay. If the claim hasn't been accepted yet and your medical costs have exceeded the statutory $10,000.00 cap, you can go to your group health plan for care, find a doctor, clinic or hospital that will bill the claims administrator directly, or use public health services.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it.

You can obtain free information from an Information and Assistance Officer of the state Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at **http://www.dir.ca.gov**.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee may be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at **http://www.californiaspecialist.org**.

You may get a list of attorneys from your local information and assistance officer or look in your yellow pages.

This form complies with Labor Code requirements §3551, §3553, and Administrative Rule §9880, and has been approved by the Administrative Director of the Division of Workers' Compensation.

06/04

W04NEK04

TRAVELERS

Sus Beneficios del Seguro de Compensación al Trabajador

- **¿Cómo hago para reportar una lesión cubierta por mi Seguro de Compensación al Trabajador?**
- **¿Cuáles son los beneficios que ofrece mi Seguro de Compensación al Trabajador?**
- **¿Cómo hago para obtenerlos?**

Es posible que usted tenga derecho a recibir beneficios del seguro de compensación al trabajador si usted se lesiona o se enferma en el trabajo, o si es victima de un crimen en el lugar de trabajo. El Seguro de Compensación al Trabajador cubre la mayoría de las lesiones y enfermedades físicas o mentales relacionadas con el trabajo. Una lesión o enfermedad puede ser ocasionada por un accidente (tal como lastimarse la espalda durante una caída) o por haber estado expuesto(a) a algo en repetidas ocasiones (como por ejemplo, lastimarse la muñeca al realizar el mismo movimiento una y otra vez).

Beneficios. Los beneficios del seguro de compensación al trabajador incluyen:

Atención Médica: Visitas al doctor, servicios hospitalarios, terapia física, análisis de laboratorio, radiografías y medicamentos que sean razonablemente necesarios para tratar su lesión. Usted jamás deberá ver una factura.

La Terapia Física, Terapia Ocupacional y las visitas al Quiropráctico se limitan a 24 visitas cada una.

Beneficios por Incapacidad Temporal: Pagos por la pérdida del sueldo durante el período de recuperación.

Beneficios por Incapacidad Permanente: Los pagos que usted recibe si su lesión le ocasiona una incapacidad permanente.

Cupones Suplementarios por Sustitución del Empleo: Si su lesión ocurre el 1° de enero del 2004, o con posterioridad a dicha fecha, usted podrá recibir pagos si la misma le produce una incapacidad permanente y si su empleador no puede ofrecer trabajo bajo sus nuevas restricciones. El monto depende de su nivel de incapacidad. Si su lesión ocurrió antes del 1° de enero del año 2004, usted podrá ser elegible para recibir beneficios de rehabilitación vocacionales.

Beneficios por muerte: Se pagan a los dependientes de un trabajador que muere a causa de una lesión o enfermedad relacionada con el trabajo.

Los beneficios tales como la rehabilitación vocacional temporaria o permanente y los beneficios por muerte se pagan de acuerdo a una tarifa basada en los 2/3 de su salario semanal promedio y están sujetos a los montos mínimos y máximos del estado vigentes en la fecha de su lesión. Estos beneficios se pagan cada dos semanas mientras que usted sea elegible. Para la mayoría de las lesiones posteriores al 18 de abril del 2004, los beneficios por incapacidad temporaria están limitados a dos años.

Si usted se lastima:
Obtenga Atención Médica. Si usted necesita primeros auxilios, comuníquese con su empleador. Si usted necesita atención de emergencia, solicite ayuda de inmediato.

Reporte Su Lesión. Infórmele de inmediato a su supervisor acerca de la lesión. No se demore. Existen límites de tiempo. Si usted espera demasiado, es posible que pierda su derecho a recibir beneficios. Su empleador debe darle a usted un formulario de reclamo dentro de un día hábil de haberse enterado de su lesión y también debe autorizar su tratamiento dentro de un día hábil de que usted le haya devuelto la copia del formulario completada y firmada. La fecha límite para la presentación de reclamos por beneficios de compensación al trabajador es de un año contado a partir de la fecha de la lesión o, si fuera como resultado de haber estado expuesto a actividades repetidas, la fecha límite es de un año contado a partir del momento en el que usted se enteró o debió haberse enterado de que su trabajo le produjo dicha lesión.

Consulte a su Médico. Este es el medico cuya responsabilidad general es la de tratar su lesión o enfermedad. Si usted designó a su médico familiar antes de la lesión, usted podrá consultar con el médico para recibir tratamiento. De lo contrario, su empleador tiene derecho de seleccionar el medico que la tratará durante los primeros 30 días. Su médico familiar deberá haberle tratado y mantenido su historial médico y sus expedientes antes de haberse lesionado en el trabajo. Si usted desea cambiar de médico durante los primeros 30 días, su administrador de reclamos deberá seleccionar a otro médico dentro de los cinco días contado a partir de la fecha que usted solicitara dicho cambio. (Pero si usted le proporcionó por escrito a su empleador el nombre de su quiropráctico o acupunturista particular antes de resultar lesionado, usted podrá cambiar a dicho quiropráctico o acupunturista si usted así lo solicita.) Si usted aún necesita atención médica al cabo de 30 días, usted podrá cambiar a un médico de su elección. Si su empleador cuenta con una red de proveedores médicos aprobada o HCO, es posible que le limiten sus opciones en cuanto a los médicos que proporcionen el tratamiento y que tengan el control médico durante más tiempo. Consulte con su empleador para obtener más información acerca de su red o HCO.

Discriminación: Es ilegal que su empleador le castigue o despida por haber sufrido una lesión o enfermedad relacionada con su trabajo, por presentar un reclamo, o por atestiguar en el caso de compensación al tabajador de otra persona. Bajo la Ley de Americanos con Incapacidades (ADA, por sus siglas en inglés) o la Ley Federal de Empleo y Vivienda (FEHA, por sus siglas en inglés) es posible que usted también tenga otros derechos. Para obtener más información, comuníquese con FEHA llamando al (800) 884-1684 o con la Comisión de Oportunidad Igualitaria en el Trabajo (EEOC, por sus siglas en inglés) llamando al (800) 669-3362. Usted puede obtener información gratuita de la División estatal en la Oficina de Información y Asistencia del Seguro de Compensación al Trabajador. Obtenga información grabada y una lista de las oficinas locales llamando de forma gratuita al **(800) 736-7401.**

Obtenga más información en el Internet: **http://www.dir.ca.gov.** Link a Compensación para el Trabajador.

Para su conveniencia, el anverso de esta página contiene un formulario opcional que usted puede utilizar para designar por adelantado a su médico personal y dárselo a su empleador.

Toda persona que efectúe o que cause que se efectúe a sabiendas, una declaración falsa o fraudulenta de un hecho fundamental con el propósito de obtener o de negar pagos o beneficios del seguro de compensación al trabajador es culpable de un delito mayor.

W04NFK04

005208

Usted puede tener el derecho de designar al medico que le ha de tratar en caso que usted se lastime en el trabajo, si se lo solicita a su empleador por escrito antes de resultar lesionado. El médico que usted designe por adelantado será el medico o quiropráctico privado quien le ha estado tratando antes de su lesión, quien tiene su historia clínica y expedientes y que está de acuerdo en tratarle en caso que usted sufra una lesión en el trabajo.

Si su medico designado por adelantado es un quiropráctico o acupunturista, su empleador aún retiene el control médico de la primera visita. El no designar a un medico por adelantado le otorga a su empleador el control medico durante los primeros treinta* días después de haber tomado conocimiento de su lesión.

** Si usted es miembro de una red de proveedores médicos aprobados o HCO, su empleador podrá conservar el control medico durante mástiempo. Comuníquese con su empleador para obtener mayor información acerca del modo de designar al médico por adelantado.*

Empleado(a): _____
(Por favor, escriba en letra de imprenta)

Calle: _____

Ciudad: _____ Estado: _____ Zona Postal: _____

Teléfono: (____)_____

X _____
(Su firma)

Nombre del médico: _____
(Por favor, escriba en letra de imprenta)

Calle: _____

Ciudad: _____ Estado: _____ Zona Postal: _____

Teléfono: (____)_____

_____
(Firma del médico)

Fecha recibido por el empleador: _____

Si su empleador no le está proporcionando atención médica, usted tiene varias opciones. La primera es comunicarse con su administrador de reclamos para averiguar cual es el estado de su reclamo. Si usted le ha entregado un formulario de reclamo completo y firmado a su empleador, pero su reclamo ha sido demorado debido a una investigación, su empleador aún deberá autorizar el tratamiento hasta los $10,000.00 durante la demora. Si su reclamo aún no ha sido aceptado y sus gastos médicos han excedido los $10,000.00 dispuestos por ley, usted podrá dirigirse a su plan de salud de grupo para recibir atención, deberá encontrar un doctor, clínica u hospital que le facture directamente al administrador de reclamos o bien utilizar servicios de salud pública.

Usted tiene derecho a no estar de acuerdo con las decisiones que afectan a su reclamo. Si usted está en desacuerdo, comuníquese primero con el administrador de reclamos para ver si puede resolverlo.

Usted puede obtener información gratuita en la División estatal de la Oficina de Información y Asistencia del Seguro de Compensación al Trabajador o usted puede escuchar información grabada así como una lista de oficinas locales, llamando al **(880) 736-7401**. Usted también podrá dirigirse al sitio en el Internet de DWC: **http://www.dir.ca.gov**.

Usted puede consultar con un abogado. La mayoría de los abogados ofrecen una consulta gratuita. Si usted decide contratar a un abogado, sus honorarios podrán descontarse de algunos de sus beneficios. Para obtener nombres de abogados que se especializan en Compensación para el Trabajador, llame a la Barra del Estado de California al (415) 538-2120 o diríjase a su sitio en el Internet: **http://www.californiaspecialist.org**.

Usted podrá obtener una lista de abogados de su funcionario de información y asistencia local o buscando en las páginas amarillas.

Este formulario cumple con los requisitos del artículo 3551 y 3553 del Código de Trabajo y con el Reglamento Administrativo, en su artículo 9880 y ha sido aprobado por el Director Administrativo de la División de Compensación al Trabajador.

07/04

STATE OF CALIFORNIA

IMPORTANT LOSS CONTROL INFORMATION

The Loss Control Services outlined in the enclosed Safety Services notice are available at no additional cost to you.

Workers' Compensation insurance policyholders may register comments about the insurer's loss control consultation services by writing to: State of California, Department of Industrial Relations, Division of Occupational Safety and Health, P.O. Box 420603, San Francisco, CA 94142.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER: (TC2JUB-121D320-6-07)

To Our Workers' Compensation Policyholders:

California Workers' Compensation Notice To Employees

The enclosed Notice(s) To Employees have been prepared in compliance with Section 3550 of the California Labor Code. You are required by law to post these Notices in a conspicuous location or locations, in and about your place of business.

You must complete the items labeled Doctor, Hospital, Ambulance, and Fire.

You must complete the address and telephone number of the nearest Travelers claim office.

In addition, you must complete the telephone number of an information and Assistance Officer at one of the California Workers' Compensation Appeals Board District Offices.

To assist you we are attached a listing of our Travelers Claim Offices located in California. We have also included a listing of the California Workers' Compensation Appeals Board District Offices.

You must complete and post both the English and Spanish versions of the Notice to Employees.

Travelers Claim Offices

21688 Gateway Center Drive
Diamond Bar, CA 91765

P.O. Box 6510
Diamond Bar, CA 91765-8510

Phone No.: 909-612-3000
Fax: 909-612-3273

11090 White Rock Road
Rancho Cordova, CA 95670-6001

P.O. Box 13089
Sacramento, CA 95813-4089

Phone No.: 1-800-538-4587
Fax: 1-877-749-0077

215 Lennon Lane
Walnut Creek, CA 94598-2420

P.O. Box 8112
Walnut Creek, CA 94596-8112

Phone No.: 1-800-842-7354
Fax: 925-935-7916

700 North Central Ave.
Glendale, CA 91203-1249

P.O. Box 29001
Glendale, CA 91209-9001

Phone No.: 818-409-4000
Fax: 818-409-4252

Workers' Compensation Appeals Board – District Offices:

Anaheim	714-738-4038
Bakersfield	661-395-2514
Eureka	707-441-5723
Fresno	559-445-5355
Goleta	805-966-9872
Grover Beach	805-481-3380
Long Beach	562-590-5240
Los Angeles	213-576-7389
Oakland	510-622-2861
Pomona	909-623-8568
Redding	530-225-2047
Riverside	909-782-4347
Sacramento	916-263-2718
Salinas	831-443-3058
San Bernardino	909-383-4522
San Diego	619-525-4589
San Francisco (District Office)	415-703-5020
San Jose	408-277-1292
Santa Ana	714-558-4597
Santa Monica	310-452-1188
Santa Rosa	707-756-2452
Stockton	209-948-7980
Van Nuys	818-901-5374
Ventura	805-654-4701
Walnut Creek	925-977-8343

INFORMACIÓN SOBRE LA "COMPENSACIÓN DE TRABAJADORES" (WORKERS' COMPENSATION)

Así era antes

A principios del siglo XX, un trabajador que sufría un accidente en el trabajo tenía que llevar a juicio a su patrón para recobrar el salario perdido y los gastos médicos que había a tenido. Los juicios duraban meses, a veces años. Las personas del jurado tenían que decidir quién tenía la culpa y cuánto se tenía que pagar, si era algo, al trabajador. La mayoría de las veces el trabajador no recibía nada. Era un sistema costoso en tiempo y dinero, y frecuentemente también injusto.

Así es ahora

Hoy en día, el sistema de compensación de trabajadores en California proporciona una forma más rápida y mas justa para cuidar de los trabajadores accidentados. Para recobrar el salario perdido y los gastos médicos que se han tenido, no es necesario demostrar quién es el culpable.

Este seguro de accidentes de trabajo lo paga su patrón, y es supervisado por el Estado. Si Usted no puede trabajar, debido a un accidente o enfermedad producidos por su trabajo, la compensación de trabajadores automáticamente le paga sus cuentas médicas y le proporciona dinero para su mantenimiento, hasta que Usted pueda regresar a trabajar.

¿A quién cubre?

Casi todos los trabajadores de California están protegidos por la compensación de trabajadores, pero hay algunas excepciones, como por ejemplo: las personas con negocios propios y las personas que trabajan como voluntarias, sin recibir salario, puede ser que no estén cubiertas. Y los trabajadores marítimos y ferroviarios, así como los trabajadores federales, están cubiertos por leyes similares. Si Usted tiene alguna duda sobre quién califica, por favor, pregunte a su patrón.

¿Que cubre?

Cualquier accidente o enfermedad están cubiertos, si han sido causados por su trabajo, desde lesiones leves hasta accidentes muy graves. La protección es automática e inmediata. No hay un límite en cuanto se tiene que ganar antes de poder calificar. La protección empieza en el momento en que Usted empieza a trabajar.

Que debe de hacer Usted

Si Usted sufre una lesión o accidente, comuníqueselo inmediatamente a su patrón o supervisor. Ellos buscarán atención médica y le darán los formularios para que Usted pueda describir el accidente, cómo, cuando y donde ha sucedido. Rellénelos y devuélvaselos a su patrón o supervisor cuanto antes posible. La rapidez en informar a su patrón o supervisor es esencial para recibir sus beneficios con la mayor rapidez.

Beneficios

La "Ley de Compensación de Trabajadores de California" (California Workers' Compensation Law) le garantiza tres clases de beneficios:

- Servicios médicos par curarle...sin ninguna deducción.
- Pagos en efectivo libres de impuestos para compensar lo que Usted pierda en salarios mientras esté incapacitado para trabajar.
- Los servicios de rehabilitación que sean necesarios para que Usted pueda regresar a trabajar.

Se harán pagos adicionales, si el accidente es causa de invalidez permanente o muerte.

Estos beneficios están establecidos por la "Legislatura del Estado de California" (California State Legislature). La cantidad de los pagos, así cómo y cuando deben de ser hechos, está regulado por dicha ley del estado. Solamente la legislature estatal puede cambiar las cantidades.

Pago de los beneficios

Las cuentas médicas y los gastos del hospital se pagarán directamente a través de la compañía seguros de su patrón. A Usted no le enviarán ninguna cuenta. Si Usted está incapacitado para trabajar por más de tres días (fines de semana incluidos), Usted tiene derecho a ser compensado. Aproximadamente dos semanas después de haber informado de su accidente, Usted recibirá un cheque, y después de éste otro cada dos semanas, hasta que el doctor le diga que ya puede volver a trabajar. La cantidad de cada cheque será por dos terceras partes del promedio de su sueldo, hasta llegar la máximo establecido por la legis latura estatal. No será por la cantidad entera de su sueldo, pero no se le deduce ninguna cantidad, y está libre de impuestos.

Otros beneficios

A la compensación de trabajadores a veces se le confunde con otro programa de seguridad estatal llamado "Seguro Estatal de Incapacidad" (State Disability Insurance/SDI).

Parecen similares, pero entre ellos hay diferencias importantes. La compensación de trabajadores cubre accidentes y enfermedades *que han pasado en el trabajo*, y lo paga su patrón. El "SDI" cubre accidentes y enfermedades sufridas *fuera del trabajo*, y se paga mediante cantidades deducidas de su salario.

Si Usted tiene problemas o preguntas

Diríjase a su patrón o al representante de reclamaciones de la compañía de seguros de su patrón (el nombre, dirección y número de teléfono está anunciado donde Usted trabaja).

Oficiales para información y asistencia de la "División Estatal de Compensación de Trabajadores (State Division of Workers' Compensation) están también a su servicio para aclarar sus dudas y contestar sus preguntas, y no le cobrarán por la consulta. Puede encontrar la oficina en la sección de Oficinas del Gobierno del Estado (State Governement) en las primeras páginas blancas de la guía de teléfonos bajo Departamento de Relaciónes Industriales (Industrial Relations Department).

Más sobre cuidados médicos

Buen cuidado médico es importante para Usted, su familia y su patrón. Un tratamiento médico de calidad es la manera más rápida de recuperarse. Si hay servicios de primeros auxilios en su trabajo, obtenga tratamiento inmediatamente y dé parte de donde, cuando y cómo sucedió el accidente. Si es una emergencia, obtenga el mejor tratamiento disponible, y luego informe a su patrón de su accidente tan pronto como sea posible.

Si Usted necesita tratamiento adicional su patrón se lo proporcionará. Le podrán enviar a un doctor que Usted no conoce, pero eso no quiere decir que es un "médico de la compañía", sino un doctor con consulta privada, frecuentemente un especialista en la clase de lesión que Usted tiene. Además este doctor está familiarizado con los requisitos para la compensación de trabajadores y informará su accidente o enfermedad rápidamente de forma que se le paguen sus beneficios pronto. Si Usted desea cambiar de doctor por cualquier razón, pídaselo a su patrón o representante de reclamaciones. Ellos están tan interesados como Usted en su mejoría rápida y su vuelta al trabajo.

Usted tiene derecho a ser tratado por su propio doctor si Usted ha notificado a su patrón el nombre y dirección del doctor, por escrito, antes del accidente. Póngase en contacto con su patrón para más información.

Usted puede volver a su propio doctor treinta días después de dar parte del accidente. Considere esta decisión cuidadosamente—la mayoría de la gente no tiene un cirujano. Si Usted quiere que se le aconseje sobre especialistas, hable con su patrón o representante de reclamaciones. De todos modos, informe rápidamente su selección de médico para que sus cuentas sean pagados. Sobre todo, no se trate a si mismo. Hasta las heridas más leves necesitan cuidados expertos. Tratamiento médico, rápido y de calidad, es la mejor inversión que Usted y su patrón pueden hacer.

FACTS FOR INJURED WORKERS

Hurt On The Job?

That can be a terrible experience. But fortunately, the California workers' compensation system takes away a lot of the worry about job injuries and illnesses. It's no-fault insurance, paid for by employers and supervised by the state. This guide explains this valuable benefit.

What's Workers' Compensation?

California's compensation law, passed by the state Legislature more than 75 years ago, guarantees prompt, automatic benefits to workers injured on the job.

Before workers' compensation, injured workers had to sue their employers to recover medical costs and lost wages. Lawsuits took months and sometimes years. Juries and judges had to decide who was at fault and how much, if anything, would be paid. Too often, the injured worker got nothing. It was costly, time consuming and unfair.

Today, workers' compensation is faster and fairer. If you can't work because of a job injury, workers' compensation pays your medical bills and provides money to help replace your lost income until you can return to work.

Who's Covered?

Nearly every working Californian is protected by workers' compensation, but there are a few exceptions. People in business for themselves and unpaid volunteers may not be covered. Maritime workers and federal employees are covered by federal laws.

What's Covered?

Any injury caused by the job is covered—everything from first-aid type injuries to serious accidents. Job-related illnesses are covered too. (For example, common colds and flu aren't covered, but if you catch tuberculosis while working at a TB hospital, that's covered.) The key is whether the injury or illness is caused by your job.

When Am I Covered?

Coverage begins the first minute you're on the job and continues anytime you're working. You don't have to work a certain amount of time or earn a certain amount before you're protected. Coverage is automatic and immediate.

How Do I Get Benefits?

Report the injury to your employer or supervisor *immediately* and complete a simple claim form if more than first aid is required. The claim form will ask what, where, when and how it happened. Your employer or supervisor will see that you get medical help right away and file the necessary reports.

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can lead to disability if an infection develops.

What Are The Benefits?

California law guarantees three kinds of workers' compensation benefits:

- *Medical care to cure the injury.* Not just doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches—even travel expenses for required medical treatment. There's no deductible and all costs are paid directly by the workers' compensation claim administrator so you should never see a bill.
- *Cash payments to help replace lost wages.* Most injuries only keep you from working temporarily, and you'll receive "temporary disability" payments until the doctor says you're able to return to work.
- Additional cash payments will be made after you're able to work if there's a *permanent disability*—for example, the loss of a finger or an eye—or if you can't return to work at all. If the injury results in death, benefits will be paid to your surviving dependents.
- *Rehabilitation services necessary to return to work.* This is just an extension of medical treatment—for example, physical therapy to strengthen muscles. However, if the injury keeps you from returning to your regular work, your employer will advise you if your regular job can be modified or if another position can be provided to accommodate your permanent disability. Many employers are subject to laws governed by the Americans with Disabilities Act or the Fair Employment Housing Act. An employer subject to these laws must provide reasonable accommodation—if possible—qualified disabled individuals who can perform all the essential job functions. If you are not able to return to your regular job because of a disability, you may have rights

© 1994 California Workers' Compensation Institute

under these laws. For more information call the Equal Employment Opportunity Commission at 1-800-669-4000. If you can't return to work with your employer because of your disability, you may qualify for vocational rehabilitation benefits. A trained counselor will develop a plan to create new job opportunities for you. Again, workers' compensation insurance directly pays all costs up to a maximum set by state law.

How Much Are The Cash Payments?

Temporary disability payments generally are two-thirds of your wages – up to a maximum set by the state Legislature. For injuries on and after January 1, 1991, the maximum payment is $336 per week, with a minimum of either $126 per week or actual wages if less. The maximum increases to $406 per week for injuries on and after July 1,1994, to $448 for injuries on and after July 1,1995, and to $490 for injuries on and after July 1,1996.

- Compensation isn't paid for the first three days you're unable to work – unless you're hospitalized as an in-patient or unable to work for more than 14 days. In these instances, even the "waiting period" will be paid.
- If you report the injury promptly, your first temporary disability check should be mailed within 14 days. After that, you'll receive a check every two weeks until the doctor says you can go back to work.
- After you recover to the fullest extent possible, the doctor who treated you will evaluate the permanent effects of your injury. You and your employer may agree to rely on the treating doctor's report to establish your permanent disability payment. If you have questions about the report you may contact an information and assistance officer at the Division of Workers' Compensation. If you don't agree on the treating doctor's report, and you aren't represented by an attorney, you must choose an evaluating doctor from a panel of three independent doctors provided by the state. If you are represented by an attorney and you don't agree on the treating doctor's report, the attorney will arrange the medical evaluation.

  Your permanent disability payments will be based on the results of the doctor's evaluation and factors such as your age and pre-injury occupation. The weekly benefit is two-thirds of your income, subject to minimums and maximums set by the state. The minimums and maximums vary according to the date of injury. If you have a permanent disability, the calculation of the benefit will be fully explained in a letter.

Death benefit payments to survivors are set by state law according to the number of dependents. Payments are made at the same rate as temporary disability benefits.

Workers' compensation payments are tax free. There are no deductions for state or federal taxes, Social Security, union or retirement fund contributions, etc. For some workers the compensation check will be close to regular take-home pay.

What If There's A Problem?

Fortunately most claims – 9 out of 10 – are handled routinely. After all, workers' compensation benefits are automatic and the amounts are set by the Legislature.

But, mistakes and misunderstandings do happen. If you think you haven't received all your benefits, contact your employer or workers' compensation claim administrator. Many questions can be cleared up with a phone call.

- If you still have questions, contact the nearest office of the State Division of Workers' Compensation. Information & assistance officers are employed by the state to protect your rights, review your claim, and let you know what steps you can take. For example, they can tell you about the procedures for resolving medical disputes and direct you on how to proceed. The information and assistance service is free. For the nearest office check the State Government Offices section of the phone book under "Industrial Relations Department," or call 1-800-736-7401.
- Some problems may need to be resolved by the Workers' Compensation Appeals Board, the state agency responsible for handling disputes. The Appeals Board is a court of law. You can represent yourself or you may want to hire a lawyer. If you hire an attorney, the fee will be deducted from any benefits awarded by the Appeals Board. Attorney fees generally are 9 to 12 percent of your award. For example, if you were awarded $10,000 less 12 percent for attorney fees, your attorney would receive $1,200 and you would receive $8,800.
- If it's necessary to go to the Appeals Board to resolve your claim, be sure to do it within one year from the date of the injury or one year from the date of your last medical treatment. Waiting longer could mean losing your right to benefits.

© 1994 California Workers' Compensation Institute

Keep in mind, it's illegal for an employer to fire or discriminate against employees just because they file, intend to file, or settle a workers' compensation claim-or because they testify for a co-worker who was injured. A worker who proves this kind of discrimination will receive lost wages and benefits, a 50 percent increase in workers' compensation benefits (up to $10,000), plus costs and expenses up to a maximum set by the state Legislature.

Other Benefits

If the injury is very serious-one where you won't be able to work for a year or more—you may be eligible for additional benefits from Social Security. For information, contact the nearest office of the Social Security Administration (listed in the white pages of the phone book under "United States Government") or discuss it with your employer or claim administrator.

Workers' compensation sometimes is confused with another state program, State Disability Insurance (SD). They seem similar, but there are important differences. Workers' compensation takes care of on-the-job injuries and illnesses, and is paid for by your employer. On the other hand, SDI covers off-the-job injuries or sickness and is paid for by deductions from your paycheck.

Where Can I Get More Information?

Ask your employer or the workers' compensation claim administrator (the name, address and phone number are posted at your workplace). Or talk to an information & assistance officer at the State Division of Workers' Compensation, 1-800-736-7401. (The nearest local office is posted at your workplace and listed in the State Government section of the phone book under "Industrial Relations Department.") This service is free and the information and assistance officer can explain your rights, solve problems, and provide other information.

More About Medical Care

- Good medical care is important-to you, your family and your employer. Quality medical treatment is the quickest way to recovery.
- If there's a first-aid facility at your workplace, get immediate treatment and report where, when and how the accident happened. (If its an emergency, get the best treatment available, then report the injury to your employer as soon as possible.)

If it's more than a first-aid injury, your employer will give you a claim form. To make sure you get all your benefits, complete the form and return it to your employer as soon as possible.

- If additional treatment is necessary, the claim administrator will arrange for medical care. If you haven't selected a physician or health care organization prior to the injury you may be sent to a doctor you don't know, but that doesn't mean it's a "company doctor." Often, the doctor is a specialist for the specific injury. In addition, the doctor will be familiar with workers' compensation requirements and will report promptly so your benefits will be paid. If you want to change doctors for any reason, ask your employer or claim administrator. They're as interested as you are in your prompt recovery and return to work, and will give you a list of other doctors to choose from.
- You're entitled to be treated by your own personal physician if you've notified your employer of the doctor's name and address in writing before the injury. Contact your employer for further information.
- If you haven't predesignated a physician prior to the injury, you can switch to your own doctor after the employer's medical control expires. This can range from 30 days up to a year after reporting the injury, so check with your claim administrator. If you're thinking of changing doctors, consider this decision carefully—most people don't have a family surgeon, for example. If you want advice about specialists, talk to your claim administrator. In any event, report your choice as soon as you make it so your bills will be paid for you.

Above all, don't treat yourself. Even minor injuries need expert care. Prompt, quality medical treatment is the best investment you and your employer can make.

WORKERS COMPENSATION FRAUD IS A FELONY

Anyone who knowingly files or assists in the filing of a false workers' compensation claim may be fined up to $50,000 and sent to prison for up to five years (IC §18714)

© 1994 California Workers' Compensation Institute

INFORMACIÓN PARA PERSONAS ACCIDENTADAS EN EL TRABAJO

¿Accidentado en el trabajo?

Puede ser una horrible experiencia, pero afortunadamente el programa de compensación de trabajadores en California aminora la preocupación que podamos tener acerca de accidentes y enfermedades en el trabajo. Este programa se trata de un seguro sin culpabilidad, pagado por el patrón y supervisado por el Estado. Este folleto explica los beneficios.

¿Que es la compensación de trabajadores?

La ley de compensación sin admision de culpabilidad se legalizó en California hace más de 70 años y garantiza beneficios automática y rápidamente a trabajadores accidentados en el trabajo.

Antiguamente, antes de esta ley de compensación de trabajadores, las personas accidentadas en su trabajo se veían obligados a enjuiciar a sus patrones para que estos les reembolsasen sus gastos médicos y el salario perdido. Estos juicios a veces llevaban meses y hasta años. Los jurados y jueces tenían que decidir quien era culpable, si el trabajador debía de ser compensado y, en ese caso, cuánto seria la compensación. Generalmente, la persona accidentada no recibía absolutamente nada. Era un sistema costoso en tiempo y dinero y frecuentemente también injusto. Hoy en día, la compensación de trabajadores es más rápida y justa.

Si Usted no puede trabajar porque ha sufrido un accidente en su trabajo, la compensación de trabajadores le paga automáticamente sus gastos médicos y también le proporciona dinero para vivir hasta que pueda volver a su trabajo.

¿A quién cubre?

Casi todos los trabajadores Californianos están protegidos por la compensación de trabajadores, pero hay algunas excepciones como por ejemplo algunos propietarios de negocios y voluntarios su sueldo.

Ferroviarios, trabajadores marítimos, y empleados federales están protegidos por las leyes federales.

¿Que cubre?

Cualquier accidente o enfermedad está cubierto si es causado por su trabajo, desde lesiones leves hasta accidentes muy graves. Por ejemplo, resfriados y gripes no están cubiertos, pero si Usted se contagia de tuberculosis trabajando en un hospital de tuberculosos Usted está protegido. Lo importante es que el accidente o enfermedad esté causado por su trabajo.

¿Cuando estoy cubierto?

La protección comienza en el primer momento que Usted empieza a trabajar. No necesita trabajar por un tiempo o ganar una cierta cantidad de dinero para estar cubierto. La protección es automática y inmediata.

¿Como consigo los beneficios?

Informe a su patrón o supervisor de su lesión inmediatamente y rellene una simple reclamación indicando cuando, donde, cómo y qué sucedió. Su patrón o supervisor hará los trámites necesarios y le proporcionará tratamiento medico.

Lo esencial es dar parte del accidente o enfermedad con la mayor rapidez. Los beneficios son automáticos, pero no se puede hacer nada hasta que su patrón sepa de su accidente o enfermedad. Asegure sus beneficios dando informe de cualquier accidente, por leve que sea. Hasta una pequeña herida en un dedo, si se infecta, le puede dejar incapacitado.

¿Cuales son los beneficios?

La ley de California garantiza tres clases de beneficios en compensación para el trabajador:

- *Atención médica para curar la lesión*. No solamente las cuentas del médico, sino también medicinas, cuentas del hospital, análisis, Rayos X, muletas, etc. No hay deductible, y a Usted no se le enviará ninguna cuenta. sino que todas serán pagadas directamente por su patrón o compañía de seguros.
- *Pago del salario perdido*. Generalmente la mayoría de los accidentes de trabajo incapacitan para trabajar solo por un cierto tiempo, pero de todos modos Usted recibirá pagos por incapacidad temporal hasta que el doctor diga que Usted puede volver a trabajar. Si existe una incapacidad permanente, por ejemplo, la pérdida de un dedo o un ojo, se le harán pagos adicionales después de su vuelta al trabajo. Así mismo se le pagará si Usted no puede regresar más a trabajar. Si el accidente resulta en la muerte del trabajador los beneficios se pagarán a sus dependientes.

- *Servicios de rehabilitación necesarios para su regreso al trabajo.* Algunas veces esto es solo una extensión del tratamiento – por ejemplo, terapia física para fortalecer los músculos, pero si Usted está todavía incapacitado para volver al trabajo, puede tener derecho a recibir rehabilitación profesional. Un consejero o consejera le puede ayudar a crear un plan nuevo de posibilidades de trabajo, como puede ser, modificar su antiguo trabajo, encontrar otro trabajo con su misma empresa, o instrucción profesional para prepare para un trabajo nuevo. El seguro de compensación de trabajadores paga todos los gastos directamente.

¿Cuanto son los pagos en efectivo?

La cantidad es generalmente las dos terceras partes de su salario con un máximo de $266 por semana, y un mínimo de $98 por semana. Por accidentes después del 1 de Enero, 1991, el pago máximo será de $336 por semana, y un mínimo de $126 por semana, o el salario actual si es menos.

- No se le pagará por los tres primeros días en que Usted no pueda trabajar a no ser que Usted esté hospitalizado o incapacitado para trabajar por más de 14 días. En ese caso se le pagarán incluso los tres primeros días.
- Si Usted ha dado parte de su accidente con rapidez, se le enviará su primer cheque de compensación antes de 14 días. Después, Usted recibirá un cheque por incapacidad temporal cada dos semanas hasta que el doctor le diga que puede volver a trabajar.
- El número de pagos por incapacidad permanente está basado en varios factores, establecidos por el Estado, como su edad, trabajo antes del accidente o enfermedad, y clase de invalidez permanente.
- Los pagos de beneficios de muerte a sus sobrevivientes están establecidos por la ley de acuerdo con el número de sus beneficiarios y son por la misma cantidad que los beneficios de incapacidad temporal.

Los pagos de compensación de trabajadores son libres de impuestos. No hay descuentos de impuestos estatales o federales, Seguridad Social, contribucciones a la unión o retiro. Para algunos trabajadores el cheque de compensación será muy similar a su salario normal.

¿Y si hay un problema?

Afortunadamente la mayoría de las reclamaciones – más de 9 de cada 10 – se procesan rutinariamente. Después de todo, los beneficios de compensación de trabajadores son automáticos y las cantidades están establecidas por la Legislatura. Pero algunas veces ocurren errores y malentendidos. Si Usted cree que no ha recibido todos los beneficios que le corresponden, póngase en contacto con su patrón o representante de reclamaciones de compensación de trabajadores. Una simple llamada telefónica puede aclarar muchas dudas.

- Si Usted todavía no está satisfecho, póngase en contacto con la oficina local de la División Estatal de Compensación de Trabajadores (State Division of Workers' Compensation). Los consejeros de Información y Asistencia que están allí están empleados por el Estado para informarle a Usted de sus derechos y, si es necesario, revisar su reclamación, completamente gratis. La oficina local figura en las páginas blancas de la guía telefónica en la sección: Oficinas del Estado de California ("California – State of") bajo Departamento de Relaciones Industriales ("Industrial Relations Dept.").
- Si el problema todavía no puede resolverse, Usted puede solicitar una adjudicación (Application for Adjudication) con el Consejo de Apelación para la Compensación de Trabajadores (Workers' Compensation Appeals Board). Es la agencia del estado encargada de resolver las disputas.
- El Consejo de Apelación es una corte legal. Usted puede representarse a si mismo, desde luego, o quizás quiera contractar a un abogado. Si así lo hace, los gastos aproximadamente de $1,500 serán descontados de los beneficios concedidos a Usted por el Consejo de Apelaciones.
- Si es necesario el ir al Consejo de Apelaciones para resolver su caso, hágalo antes de un año después del accidente o un año después de la ultima vez que recibió tratamiento médico. Si espera más podría perder sus derechos.
- Piense que es contra la ley el que un patrón despache o discrimine contra sus empleados simplemente porque ellos recurran, intenten recurrir o pidan reclamación de compensación de trabajadores – o porque testifiquen a favor de un compañero que esté accidentado. Un trabajador que pruebe esta clase de discriminación recibirá el salario perdido y beneficios, un incremento del 50% de los beneficios de compensación de trabajadores (hasta un máximo de $10,000) más gastos incurridos, con un máximo establecido por la legislatura estatal.

Otros beneficios

Si el accidente es muy grave—en caso de que Usted no pueda trabajar durante un año o más—es posible que Usted tenga derecho a beneficios adicionales de la Seguridad Social. Para más información comuníquese con la oficina local de la Administración de Seguridad Social (Social Security Administation), indicada en la guía telefónica bajo "United States Government," o con su patrón o el representante de reclamaciones de la compensación de trabajadores. La compensación de trabajadores se confunde algunas veces con otro programa del Estado: Seguro de Invalidez del Estado (State Disability Insurance—SDI). Parecen similares, pero hay diferencias importantes. La compensación de trabajadores cubre accidentes y enfermedades en el trabajo y es pagada por su patrón. Por otro lado, el Seguro de Invalidez del Estado (SDI) cubre accidentes y enfermedades fuera del trabajo, y es pagado con descuentos del salario de Usted.

¿Donde puedo obtener más información?

Pregunte a su patrón o póngase en contacto con el representante de reclamaciones de compensación de trabajadores (el nombre, dirección y número de teléfono están anunciados en su lugar de trabajo).

También puede hablar con un consejero o consejera en la oficina local de la División de Accidentes Industriales del Estado (State Division of Industrial Accidents) que estará anunciada en su lugar de trabajo o en las páginas blancas de la guía telefónica en la sección de "State Government Offices" bajo Departamento de Relaciones Industriales (Industrial Relations Department). Estos consejeros le podrán explicar sus derechos, ayudarle a solventar problemas, y darle la información necesaria.

Mas sobre cuidados médicos

Un buen cuidado médico es importante para Usted, su familia y su patrón. Un tratamiento médico de calidad es la manera mas rápida de recuperarse.

- Si hay servicios de primeros auxilios en su trabajo, obtenga tratamiento inmediatamente y dé parte de donde, cuando y cómo sucedió el accidente. Si es una emergencia, obtenga el mejor tratamiento disponible, y luego informe a su patrón de su accidente tan pronto como sea posible.
- Si Usted necesita tratamiento adicional su patrón se lo proporcionará. Le podrán enviar a un doctor que Usted no conoce, pero eso no quiere decir que es un "medico de la compañía," sino un doctor con consulta privada, frecuentemente un especialista en la clase de lesión que Usted tiene. Si Usted desea cambiar de doctor por cualquier razón, pídaselo a su patrón o representante de reclamaciones. Ellos están tan interesados como Usted en su mejoría rápida y su vuelta a trabajo.
- Usted tiene derecho a ser tratado por su propio doctor si Usted ha notificado a su patrón el nombre y dirección del doctor, por escrito, *antes del accidente*. Póngase en contacto con su patrón para más información.
- Usted puede volver a su propio doctor treinta días después de dar parte del accidente. Considere esta decisión cuidadosomente—la mayoría de la gente no tiene un cirujano. Si Usted quiere que se le aconseje sobre especialistas, hable con su patrón o representante de reclamaciones. De todos modos, informe rápidamente quien va a ser su médico para que sus cuentas sean pagadas. Sobre todo, no se trate a si mismo. Hasta las heridas más leves necesitan cuidados expertos. Tratamiento médico, rápido y de calidad, es la mejor inversión que Usted y su patrón pueden hacer.

INSIGHT

An information service for customers of The Travelers

"Facts For Injured Workers" Brochure

"Facts About Workers Compensation" Brochure

The Travelers has printed two brochures "Facts About Workers Compensation" and "Facts For Injured Workers". They are available to help California employers give new employees written notice of their right to receive Workers Compensation benefits and information necessary when an employee is injured, as required by law.

We are enclosing a copy of these brochures for your information.

If you would like to have a supply to give each new employee, or injured employee, tell your producer or broker how many you will need. Our local Travelers' office will be happy to fill your request. These are printed in both English and Spanish.

We appreciate this opportunity to serve you.

W04S1C01

005218

Facts about Workers' Compensation

The Way It Was

In the early 20th century, a worker injured on the job had to sue his employer to recover medical expenses and lost wages.

Lawsuits took months and sometimes years. Juries had to decide who was at fault and how much, if anything, would be paid. In most instances, the workers got nothing. It was costly, time consuming and often unfair.

The Way It Is

Today the California workers' compensation law provides a faster, fairer way to take care of injured workers. . . where fault doesn't have to be proved to recover medical expenses and lost wages.

This job-injury insurance is paid for by your employer and supervised by the state. If you can't work due to a job-related injury or illness, workers' compensation automatically pays your medical bills and provides money to live on until you can return to work.

Who's Covered?

Almost every employee in California is protected by workers' compensation, but there are a few exceptions. People in business for themselves and unpaid volunteers may not be covered. Railroad and maritime workers and federal employees are covered by similar laws. If you have a question about coverage, ask your employer.

What's Covered?

Any injury or illness if it's due to your job. Everything from first-aid type injuries to serious accidents are covered.

Coverage is automatic and immediate. There's no qualifying period, no need to earn a certain amount in wages before you're covered. . .protection begins the first minute you're on the job.

What You Have To Do

Immediately notify your supervisor, who will arrange medical care. Your employer will give you a claim form so you can describe the injury and how, when and where it happened. Complete the claim form and return it to your employer as soon as possible. Prompt reporting is the key to prompt benefits.
Benefits

The California workers' compensation law guarantees you three kinds of benefits:

- Medical treatment to care to cure the injury. . .and no deductibles.
- Tax-free payments to replace lost wages while you're temporarily disabled. Additional payments are made if the injury results in a permanent handicap or death.
- Rehabilitation services necessary to get you back to work.

All benefits are set by the California State Legislature. The amount of the payments, and when and how they're paid are part of state law. Only the state Legislature can change the amounts.

Benefit Payments

Doctor bills and hospital expenses will be paid directly by your employer's insurance company, so you should never see a bill.

If you're unable to work for more than three days, including weekends, you are entitled to compensation. About two weeks after reporting the injury, you'll get a compensation check. . .and every two weeks after that until the doctor says you can return to work. (Payment won't be made for the first three days, however, unless you're hospitalized or unable to work more than 14 days.)

The amount of these checks will be two-thirds of your average wage, up to a maximum set by the state Legislature. It won't be the full amount of your regular paycheck, but there are no deductions and the payments are tax-free.

Other Benefits

Workers' compensation sometimes is confused with another state insurance program, State Disability Insurance (SDI). They seem similar, but there are important differences.

Workers' compensation insurance covers *on-the-job* injuries and illnesses and is paid for entirely by your employer. On the other hand, SDI covers *off-the-job* injuries or sickness, and is paid for by deductions from your paycheck.

If You Have Questions. . .

. . .ask your supervisor or employer. Or contact the workers' compensation claims representative for your employer (the name, address and phone number are posted at your workplace).

Or, talk to one of the Information & Assistance consultants at the nearest office of the State Division of Workers' Compensation. They're available at no charge to answer questions and review problems. The offices are listed in the State Government Offices section in the front of the white pages of the phone book under "Industrial Relations Department."

More About Medical Care

Good medical care is important—to you, your family and your employer. Quality medical treatment is the quickest way to recovery.

If first-aid is available at your workplace, get immediate treatment and report where, when and how the accident happened. If its an emergency, get the best treatment available, then report the injury to your employer as soon as possible.

- If additional medical care is necessary, your employer will arrange it. You may be sent to a doctor you don't know, but that doesn't mean the physician is a "company doctor". He or she is in private practice, often a specialist for the particular injury. In addition, the doctor will be familiar with workers' compensation requirements and will report promptly so benefits can be paid.
- If you want to change doctors for any reason, ask your employer or claims representative. They're as interested as you are in your prompt recovery and return to work.
- You're also entitled to be treated by your own personal physician if you've notified your employer of the doctor's name and address in writing *before* the injury. For further information, ask you employer.
- Thirty days after reporting the injury you can switch to your own doctor. If you switch, choose your doctor carefully—most people don't have a family surgeon, for example. If you want advice about specialists, talk to your employer or claims representative. In any event, report your choice as soon as you make it so the bills will be paid for you.

Above all, don't treat yourself. Even minor injuries need expert care. Prompt, quality medical care is the best investment you and your employer can make.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER: (TC2JUB-121D320-6-07)

AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)
1025 LAUREL OAK ROAD
VOORHEES NJ 08043

FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS COMPENSATION PREMIUM CREDIT APPLICATION

The Florida Contracting Classification Premium Adjustment Program is applicable to qualifying employers engaged in contracting operations.

A special premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. In order that your premium may be correctly established, please return the completed premium credit application, as set out on the reverse side of this letter, to the:

National Council on Compensation Insurance, Inc.
Customer Service Center
901 Peninsula Corporate Circle
Boca Raton, Florida 33487

They will advise us of any premium credit applicable.

If NCCI does not receive this application during the policy period or within three (3) years after the policy period ends, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and non-contracting) covering your company's operations in the state of Florida, report the *total* Florida payroll (excluding overtime premium pay, pay in excess of the maximum individual payroll for executive officers or the pay in excess of payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer) and the corresponding *total* number of hours worked, *for the third calendar quarter (July, August, September) of the prior calendar year as reported to taxing authorities.*

Note #1. If you did not engage in contracting operations during the third quarter of the prior calendar year, the requested information to be provided should then be for the last complete calendar quarter prior to the effective date of your workers compensation policy.

Note #2. If you are a new business *(no prior operations)*, submit the requested information, *for the first complete calendar quarter following the effective date of your workers compensation policy,* when available.

Note #3. In the absence of specific records for salaried employees, you should assume that each individual worked forty (40) hours per week.

Please preserve your payroll records that formed the basis for this declaration as we will be required to verify the reported information in order for any premium credit to be applied.

Thank you for your cooperation.

TURN PAGE OVER FOR PREMIUM CREDIT APPLICATION

DATE OF ISSUE: 01-26-07

W09M2K05

005218

WORKERS COMPENSATION — PREMIUM CREDIT APPLICATION

INSURED: AMERICAN WATER WORKS COMPANY INC AS PER SCHEDULE(S)

POLICY NO.: (TC2JUB-121D320-6-07) EFFECTIVE DATE: 01-01-07

CARRIER NAME: THE TRAVELERS INSURANCE COMPANIES

Notice: Unless code(s), total wages paid, total hours worked, calendar quarter reported are indicated and application is signed, it cannot be processed. ***Contact your agent*** if assistance is desired.

Is this a new business? No ☐ Yes ☐

If no, submit in fo r mat ion for the **THIRD** calendar quarter (July, August, September) ofthe prior calendar year as reported to taxing authorities.

If yes, submit information for the **FIRST** complete calendar quarter following the effective date of your workers compensation policy.

The following is based on actual wages and hours worked, as reflected in our payroll records, for the complete calendar quarter ending _____.

"Contracting classifications" are those classifications subject to the following code numbers:

0042	5022	5160	5223	5472	5507	5610	6017	6217	6260	7611
0050	5037	5183	5348	5473	5508	5613	6018	6229	6306	7612
1322	5040	5188	5402	5474	5509	5645	6045	6233	6319	7613
3365	5057	5190	5403	5478	5536	5651	6204	6235	6325	7855
3719	5059	5213	5437	5479	5537*	5703	6206	6236	6400	8227
3724	5069	5215	5443	5480	5538	5705	6213	6237	7538	9534
3726	5102	5221	5445	5491	5551	6003	6214	6251	7601	9554
5020	5146	5222	5462	5506	5606	6005	6216	6252	7605	

*Note: Classification Code 5537 replaces Classification Code 5536 in the Florida Contracting Classification Premium Credit Adjustment Program effective January 1, 2006 as a result of Item Filing B-1391.

CLASSIFICATION	CODE	TOTAL FLORIDA WAGES PAID[1]	TOTAL HOURS WORKED[2]
Example: Electrical Wiring	5190	$8,000	520
Contracting Classifications:			
Non-Contributing Classifications:			

[1] These figures are to exclude overtime premium pay (e.g., an employee makes $16/hour and is paid time and one-half, only report the payroll based upon the $16/hour), pay in excess of the maximum individual payroll for executive officers or the pay in excess of payroll amount charged to partners and sole proprietors as shown on the state rate pages, and as well as the entire pay for any exempt sole proprietor, partner, or officer. For each classification code, combine all wages for that code in a single entry. Employee names are not required.

[2] Including overtime hours.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement or claim or an application containing any false, incomplete, or misleading information, is guilty of a felony of the third degree.

SIGNATURE: _____ **POSITION:** _____ **DATE:** _____

W09M2K05

FLORIDA POLICYHOLDERS
AVAILABILITY OF RISK MANAGEMENT PLANS

Florida insurance statute require insurers to provide insureds, at their request, with guidelines for risk management plans. Travelers Loss Prevention & Engineering has available guidelines to assist you with your accident prevention activities.

The companion Safety Services notice describes the range of services available to our insureds. Should you desire assistance with regard to your accident prevention activities, please contact us at the Florida location specified in the notice.

NOTICE TO POLICYHOLDERS

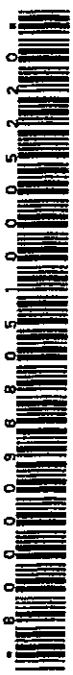
Florida workers' compensation insurance rates will increase statewide by an overall average 2.7 percent as a result of a rate increase which became effective on August 1, 2002. An additional rate increase is under consideration, which may result in a maximum statewide overall average rate increase of 11.9 percent.* The amount of any rate change you experience will vary depending upon, among other things, the industry group and occupational classes in which your business is assigned. The maximum potential rate change for each industry group, including both the August 1 overall rate increase and the rate increase under consideration, is as follows:

Industry Group	Potential Rate Change
Manufacturing	47%
Contracting	32%
Office & Clerical	45%
Goods & Services	39%
Miscellaneous	39%
"F" classifications	29%

Maritime class codes may vary slightly from the above.

The rate change under consideration will apply to all new and renewal workers' compensation insurance policies with effective dates on or after April 1, 2003, and to the unexpired portion of insurance policies with effective dates between January 1, 2003 and March 31, 2003.

* The maximum statewide overall average rate increase under consideration for "F" classification policies is approximately 3.5 percent. This would be in addition to the average overall rate change for "F" classifications of 2.7 percent, which became effective on August 1, 2002.



FLORIDA DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

NOTICE TO EMPLOYER: If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: _____

Date Program Implemented: _____

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- ☐ Job applicant
- ☐ Reasonable suspicion
- ☐ Routine fitness for duty
- ☐ Follow-up testing to Employee Assistance Programs

Notice of Employer's Drug Testing Policy:

- ☐ Copy to all employees prior to testing
- ☐ Posted on employer's premises
- ☐ Copy to job applicants prior to testing
- ☐ General notice given 60 days prior to testing
- ☐ Show notice of drug testing on vacancy announcements
- ☐ Copies available to personnel office or other suitable locations
- ☐ No notice required because the employer had a drug testing program in place prior to July 1, 1990

Education:

- ☐ Resource file on providers
- ☐ Employee Assistance Program
- ☐ Education

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory:

_____

B. Phone #: ( ) _____

C. Address: _____

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information, is guilty of a felony of the third degree.

Employer Name	Date	Officer/Owner Signature *

Title

* Application must be signed by an officer or owner.

THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM.

Notary Public's Signature	Date	Expiration of Commission

(NC3010)
Form 09-1

005221 **W09NDG04**

FLORIDA QUARTERLY EARNING REPORT

Florida Policyholders:

Pursuant to Florida statue 440.381 and Florida Administrative Code 4-I89.003, you are required to send a copy of your quarterly earning reports (UCT-6 & UCT-6W) to your insurance carrier at the end of each quarter. These reports must include a sworn statement by the principle, or an officer, supporting the accuracy of the information contained in the reports. Failure to include a sworn statement in the reports puts you in violation of Chapter 443 of the Florida statute.

Please send reports to:

St. Paul Travelers
Post Office Box 31967
Tampa, Florida 33631-3967

W09N0D06

005222

TRAVELERS

FLORIDA SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from our company. Along with your agent, we appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns accident prevention and safety engineering. The Travelers Loss Prevention & Engineering Division (LP&E) has the experience, resources and capabilities to provide a range of safety services including site surveys, phone consultations or the provision of selected safety material. The following are some examples of our available services:

Accident Prevention - Our staff can help you identify present and potential safety hazards in your operations, premises and equipment, recommending measures for reducing or eliminating these hazards.

Analysis of Accident Causes - Although you investigate and keep records of accidents, we're available to help if you need us.

Safety Consultations - Our field staff, supported by Home Office and field specialists, can help you with special problems including Auto, General :Liability, Product safety and Premises Security issues.

Safety Videos and Literature - We can provide you with basic videos and literature to assist you in your loss control efforts. Also, we can put you in contact with several companies able to provide additional safety materials including brochures, pamphlets and videos.

Safety Training - We can help you improve your safety training programs.

Internet Website - Visit our LP&E website page for helpful safety information. This website **(http://www.travelerspc.com/commercial)** also has hot links to other safety-related Internet sites. For all requests for loss control assistance **ONLY**, please directly contact your local office listed below.

The Travelers will provide these services upon request. Telephone consultation is also available if the nature of the operations and hazards warrant such service. See below for the LP&E office nearest to you.

SAFETY IS YOUR CONCERN

U.S. companies spend billions of dollars each year on the direct and indirect costs of accidents. Dollar figures can't begin to reflect the pain and suffering of an injured worker and his or her family. But they do give some indication of the multiple consequences of an accident... loss of time, interrupted productivity, damaged materials and equipment, possible legal action from government regulatory agencies, and increased insurance costs.

It makes good sense for both companies and their employees to actively participate in a sound accident prevention program. The success of such a program depends to a large extent on your commitment to safety procedures and accident prevention techniques. Safety is a management concern. Maybe we can help.

You may want to consider the following **"Safety Checkpoints"** as you evaluate your organization's safety activities:

SELF-INSPECTION PROGRAM:

* Do you conduct periodic surveys of premises, equipment and operations?
* Do you analyze each activity to determine inherent hazards?
* If you discover hazards, do you follow up with immediate corrective action?
* Do you monitor such action to make sure it is implemented and effective?

ACCIDENT INVESTIGATION:

* Do you investigate each accident and find the cause?
* Do you take immediate steps to prevent a recurrence?
* Do you keep records of accident investigations and follow-up measures?
* Do you complete accident statistics and analyze trends?

EDUCATION AND TRAINING

* Do you take the time to train each of your employees to perform tasks in a proper and safe manner?
* Do more-experienced employees receive training to correct bad habits that have developed over time?
* Do all employees understand that safety is an important part of their jobs?

Florida
Loss Prevention & Engineering office

Orlando **1000 Legion Place, P.O. Box 35555**
Orlando, FL 32802-3555
(407) 649-2596

IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

Please review you policy carefully. Should you have any questions concerning coverages, billings, additions or deletions, please contact your Agent. Should you feel the need for additional information or wish to make a complaint, we offer the following toll-free number:

FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL
1-860-277-0111

NOTICE TO GEORGIA POLICYHOLDERS

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

Questions regarding your policy or coverage should be directed to:

St. Paul Travelers
1-800-842-9928

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail; telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.

Important Notice Concerning Your Kentucky Workers Compensation Posting Notice

Dear Policyholder:

Enclosed is a new Posting Notice which must be posted in a conspicuous place where employees will readily see it. The State of Kentucky is requiring all insureds to specify whether they are participating in a Managed Care Plan for medical care. The State is also requiring the name of the Managed Care Plan, the representative, and the phone number. It is you responsibility to complete this required information. Contact you Travelers claim representative or the nearest Travelers claim office for assistance in completing this information. Refer to the Posting Notice for the address of the nearest Travelers claim office.

W16M3C01

005227

NOTICE OF INSURED'S RIGHTS

If you are insured under a workers' compensation insurance policy and believe that the rates or the rating system have been incorrectly or improperly applied, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to the insurance company or advisory organization. The insurance company or advisory organization has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, the insurance company or advisory organization shall conduct the review within ninety (90) days of receiving your request. If your request is rejected or if you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of the review. Your appeal is to be sent to:

Legal and Enforcement Division
Department of Insurance
P.O. Box 517
Frankfort, KY 40602

Your request for an appeal should include a statement of the facts and how the rates or rating system were incorrectly or improperly applied. Also, enclose copies of the results of the review and any other correspondence from the insurance company or advisor organization. If your appeal shows good cause, the Commissioner shall hold a hearing. The Commissioner may after the hearing issue a final order affirming, modifying, or reversing the action of the insurance company or advisory organization.

MISSOURI POLICYHOLDER NOTICE

Questions regarding schedule rating applied to your renewal policy may be directed to:

Operations Director

Phone: 314-579-8261

Fax: 888-849-6381

Address: 940 West Port Plaza
St. Louis, MO 63146

NOTICE

Dear Policyholder:

Effective January 1, 1999, the State of New Jersey, Commissioner of Banking and Insurance approved the following change to your Workers' Compensation and Employers Liability Policy.

* The elimination of Endorsement WC 29 03 01, the New Jersey Part Two Limit of Liability Endorsement.
* The inclusion of Endorsement WC 29 03 06, the New Jersey Part Two Employers Liability Endorsement.

The above revisions serve to:

* Impose a limit on our liability under Part Two, Employers Liability.
* Recognize the litigious environment involving claims alleging discrimination, harassment etc. and discourage such activities in the workplace.

Note: these changes are mandatory and apply to every standard New Jersey Workers' Compensation and Employers Liability Insurance Policy.

No coverage is provided by this policyholder notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Information Page for complete information on coverage you are provided.

If additional information is needed, please contact your producer or broker.

NOTICE

Dear Policyholder:

The enclosed Workers Compensation Policy has been issued to you showing two Information Pages. They both will reflect the total of your policy estimated premium. The reason for the two Information Pages for your account is because New Jersey requires its own Information Page. The New Jersey Information Page has its own version identifier different from the countrywide identifier.

There is absolutely no additional premium for the account due to the additional Information Page. We need this separation to handle statutory requirements and statistical separation of New Jersey Workers Compensation premium from the other states on the policy.

The addition of this New Jersey Information Page does not *Add to* or *Subtract from* any coverages that are on your policy.

Thank you for your understanding in this matter.

The Travelers

W29N6E03

005231

NEW MEXICO

Dear Policyholder:

Enclosed is your New Mexico Workers' Compensation Posting Notice which must be displayed conspicuously where notice to employees and applicants for employment are customarily posted.

You as an employer are also responsible for making blank "Notice of Accident" forms available to your employees wherever this notice is posted. You should contact The Workers' Compensation Administration (WCA) for a supply of the current "Notice of Accident" forms to be used with your Posting Notice.

The Travelers

NEW YORK WORKERS COMPENSATION

DECEMBER 1, 2003 RATE REVISION

EXPLANATORY MEMORANDUM

An overall average premium level increase of 1.7%, which includes a 1.8% in the average manual rate level and no change in the separate identifiable rate for foreign terrorism, as well as no change in the provision for domestic terrorism in the manual rate, has been approved by the New York State Insurance Department to become effective on December 1, 2003.

Projection of Future Costs - Although average workers compensation claim costs are rising, continuing low claim frequency has had a dampening effect on the rate level increase approved for this year. Ongoing employer emphasis on workplace safety and the effects of the 1996 reforms have continued to contribute to the stability in the average rate level.

Expenses - Overall carrier expense levels relative to premium were slightly lower than last year and loss adjustment expense relative to incurred losses decreased for the second consecutive year.

Catastrophe Provision - This revision also contains no change in the "disaster preparedness provision" for domestic terrorism and natural disasters which is included in each classification rate. In addition, a rate for foreign terrorism, which is required to be a separate line item on each policy by the Terrorism Risk Insurance Act of 2002, has also not changed.

Classification Rates - Although the average manual rate level is increasing 1.8%, individual classification rates will change based on the most recently available loss experience. Both increases and decreases from the current rates have been actuarially calculated as a result of the number and types of claims that are incurred together with the total dollar values of these claims that have been reported for each class. This process ensures that each class rate reflects the appropriate level relative to the experience of the other classifications.

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change	Class Code	Dec. 2003	Feb. 2003	% Change
0005	5.93	5.79	2.4%	2070	14.98	13.11	14.3%
0006	7.84	7.92	-1.0%	2081	19.56	22.19	-11.9%
0007	5.64	5.36	5.2%	2089	8.11	8.45	-4.0%
0031	4.43	4.74	-6.5%	2095	9.48	11.3	-16.1%
0034	4.84	4.79	1.0%	2101	5.73	6.06	-5.4%
0035	4.89	4.13	18.4%	2105	5.28	5.19	1.7%
0042	9.34	8.57	9.0%	2111	11.35	11.22	1.2%
0050	9.06	8.38	8.1%	2112	4.9	4.98	-1.6%
0106	26.9	27.02	-0.4%	2114	3.7	4.1	-9.8%
0251	8.47	7.43	14.0%	2121	6.35	8.2	-22.6%
0767	1.1	1.12	-1.8%	2143	4.37	4.51	-3.1%
0771	3.7	3.76	-1.6%	2150	14.3	14.35	-0.3%
0908	61.68	76.78	-19.7%	2157	18.41	17.92	2.7%
0909	88.67	102.1	-13.2%	2172	2.17	2.42	-10.3%
0912	463.55	580.01	-20.1%	2211	10.93	11.7	-6.6%
0913	328.88	398.42	-17.5%	2286	7.4	7.58	-2.4%
0917	3.89	3.84	1.3%	2288	9.43	11.09	-15.0%
1170	10.7	9.07	18.0%	2302	5.11	5.68	-10.0%
1320	7.32	6.82	7.3%	2303	4.56	5.44	-16.2%
1430	8.61	7.84	9.8%	2305	15.71	16.86	-6.8%
1438	5.41	6.29	-14.0%	2362	3.97	4.09	-2.9%
1439	5.57	5.95	-6.4%	2380	3.84	5.02	-23.5%
1452	6.59	5.95	10.8%	2383	3.23	2.89	11.8%
1463	11.45	9.24	23.9%	2387	3.93	4.86	-19.1%
1470	11.49	13.98	-17.8%	2388	1.72	1.77	-2.8%
1624	6.29	7.24	-13.1%	2402	1.96	2.12	-7.5%
1701	5.21	5.43	-4.1%	2413	6.14	6.67	-7.9%
1710	10.45	8.38	24.7%	2416	2.3	2.37	-3.0%
1741	13.63	13.44	1.4%	2417	5.8	5.75	0.9%
1747	8.9	9.44	-5.7%	2501	1.72	1.77	-2.8%
1748	8.86	10.33	-14.2%	2503	1.34	1.34	0.0%
1809	12.28	11.95	2.8%	2534	3.54	3.21	10.3%
1810	12.28	11.95	2.8%	2553	4.71	4.14	13.8%
1853	5.03	5.27	-4.6%	2570	10.5	10.36	1.4%
1860	8.99	9.38	-4.2%	2571	3.14	3.29	-4.6%
1924	10.13	11.6	-12.7%	2576	5.02	5.98	-16.1%
1925	5.12	5.95	-13.9%	2578	4.45	4.72	-5.7%
2001	5.18	6.68	-22.5%	2590	4.01	3.57	12.3%
2002	6.55	6.89	-4.9%	2591	5.07	5.99	-15.4%
2003	7.39	7.09	4.2%	2593	6.83	6.74	1.3%
2014	7.99	8.72	-8.4%	2594	6.45	5.69	13.4%
2021	3.83	4.09	-6.4%	2600	6.81	6.59	3.3%
2039	10.36	8.54	21.3%	2623	5.14	6.03	-14.8%
2041	7.35	7.77	-5.4%	2640	4.8	5.62	-14.6%
2065	5.71	6.51	-12.3%	2660	5.36	6.28	-14.6%

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change	Class Code	Dec. 2003	Feb. 2003	% Change
2670	2.68	2.92	-8.2%	3122	5.74	6.38	-10.0%
2683	2.84	2.81	1.1%	3126	10.11	10.02	0.9%
2688	2.14	2.18	-1.8%	3129	4.14	4.22	-1.9%
2689	1.36	1.43	-4.9%	3132	4.04	4.56	-11.4%
2702	29.54	26.73	10.5%	3145	3.82	4.17	-8.4%
2710	9.48	9.33	1.6%	3146	5.13	5.6	-8.4%
2714	17.48	19.05	-8.2%	3169	3.81	4.01	-5.0%
2731	9.42	9.29	1.4%	3179	4.38	4.75	-7.8%
2735	5.53	5.98	-7.5%	3188	5.95	6.04	-1.5%
2737	8.76	11.81	-25.8%	3190	4.37	4.34	0.7%
2759	8.28	9.37	-11.6%	3191	5	4.37	14.4%
2790	2.15	2.45	-12.2%	3200	2.8	2.97	-5.7%
2802	10.75	10.4	3.4%	3220	3.78	3.77	0.3%
2816	5	5.81	-13.9%	3227	23.51	21.36	10.1%
2817	8.01	8.3	-3.5%	3241	6.96	7.34	-5.2%
2818	5.24	5.72	-8.4%	3255	3.73	3.92	-4.8%
2835	3.58	4.74	-24.5%	3257	4.45	4.53	-1.8%
2841	5.82	7.1	-18.0%	3270	3.02	3.15	-4.1%
2881	5.23	5.98	-12.5%	3300	5.52	6.24	-11.5%
2883	7.85	9.37	-16.2%	3303	9.92	9.46	4.9%
2913	2.83	3.02	-6.3%	3307	4.49	5.64	-20.4%
2916	6.65	7.67	-13.3%	3315	7.01	8.5	-17.5%
2923	5.18	5.2	-0.4%	3336	2.85	3.18	-10.4%
2942	2.53	2.72	-7.0%	3365	21.26	17.5	21.5%
3004	6.93	7.65	-9.4%	3372	6.57	5.7	15.3%
3018	7.06	8.49	-16.8%	3381	3.5	3.83	-8.6%
3022	6.16	5.43	13.4%	3383	1.42	1.42	0.0%
3027	2.07	2.79	-25.8%	3384	0.49	0.51	-3.9%
3028	10.34	10.7	-3.4%	3385	1.31	1.22	7.4%
3030	22.77	19.5	16.8%	3400	7.01	8.5	-17.5%
3040	10.46	13.41	-22.0%	3507	5.17	5.6	-7.7%
3041	7.41	9.76	-24.1%	3515	5.18	4.77	8.6%
3042	10.66	10.35	3.0%	3548	4.97	4.77	4.2%
3060	7.7	6.21	24.0%	3559	3.22	3.95	-18.5%
3064	6.05	7.73	-21.7%	3561	3.71	3.8	-2.4%
3066	6.88	7.86	-12.5%	3574	2.5	2.68	-6.7%
3067	6.76	8.51	-20.6%	3581	2.02	2.29	-11.8%
3076	5.21	6.06	-14.0%	3612	4.54	4.67	-2.8%
3081	15	13.63	10.1%	3620	10.68	11.57	-7.7%
3085	8.36	9.38	-10.9%	3629	3.94	4.13	-4.6%
3110	12.57	11.47	9.6%	3632	5.24	5.18	1.2%
3111	5.69	6.31	-9.8%	3634	4.26	4.64	-8.2%
3113	4.17	3.79	10.0%	3635	3.52	3.98	-11.6%
3114	3.27	4.39	-25.5%	3638	2.96	2.75	7.6%
3118	3.69	4.25	-13.2%	3642	2.84	3.59	-20.9%

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change	Class Code	Dec. 2003	Feb. 2003	% Change
3643	5.18	4.75	9.1%	4282	0.62	0.66	-6.1%
3647	6.42	6.79	-5.4%	4298	3.52	3.17	11.0%
3648	3.53	4.09	-13.7%	4299	3.72	4.17	-10.8%
3681	2.98	3.08	-3.2%	4301	6.19	6.57	-5.8%
3685	2.1	2.34	-10.3%	4304	10.92	14.75	-26.0%
3686	2.41	2.88	-16.3%	4307	4.01	4.39	-8.7%
3724	10.07	8.98	12.1%	4310	3.49	3.93	-11.2%
3726	19.12	19.08	0.2%	4312	3.83	3.83	0.0%
3737	5.12	4.79	6.9%	4351	3.06	3.42	-10.5%
3807	6.66	7.17	-7.1%	4352	1.26	1.32	-4.5%
3808	6.58	6	9.7%	4360	0.42	0.41	2.4%
3821	15.46	12.54	23.3%	4361	0.94	0.89	5.6%
3823	18.4	17.93	2.6%	4362	0.39	0.42	-7.1%
3824	8	9.32	-14.2%	4410	8.44	8.09	4.3%
3826	3.87	4.72	-18.0%	4420	7.29	7.62	-4.3%
3827	8.4	8.9	-5.6%	4431	5.42	4.8	12.9%
3830	3.25	3.97	-18.1%	4432	2.72	2.63	3.4%
3832	6.44	6.22	3.5%	4439	3.02	3.95	-23.5%
3865	5.34	6.69	-20.2%	4452	4.94	5.15	-4.1%
3881	A	A	A	4459	6.54	7.24	-9.7%
4000	8.38	8.11	3.3%	4470	8.64	7.72	11.9%
4024	8.04	7.56	6.3%	4475	6.26	5.93	5.6%
4034	16.79	17.45	-3.8%	4476	4.06	4.36	-6.9%
4038	2.22	2.26	-1.8%	4479	3.85	4.38	-12.1%
4053	12.69	13.62	-6.8%	4491	9.52	8.16	16.7%
4061	3.92	5.12	-23.4%	4493	5.86	7.51	-22.0%
4062	8.76	10.31	-15.0%	4511	1.06	1.21	-12.4%
4101	5.23	6.79	-23.0%	4557	3.97	3.85	3.1%
4111	4.73	4.77	-0.8%	4558	4.45	3.73	19.3%
4112	2.6	3.11	-16.4%	4561	3.74	3.95	-5.3%
4114	3.93	4.49	-12.5%	4568	5.73	6.31	-9.2%
4130	6.07	7.19	-15.6%	4583	10.32	9.52	8.4%
4131	5.06	5.48	-7.7%	4597	3.85	4.83	-20.3%
4133	2.93	3.34	-12.3%	4611	3.06	3.44	-11.0%
4150	2.12	2.76	-23.2%	4628	2	2.19	-8.7%
4207	1.61	1.69	-4.7%	4635	4.53	4.67	-3.0%
4239	4.88	6.01	-18.8%	4653	4.67	5.42	-13.8%
4240	5.84	5.47	6.8%	4665	10.54	11.34	-7.1%
4243	5.36	6.6	-18.8%	4692	1.11	1.29	-14.0%
4244	6.89	7.17	-3.9%	4693	5.03	4.85	3.7%
4250	6.69	5.48	22.1%	4710	9.67	10.77	-10.2%
4251	5.16	6.47	-20.2%	4712	3.43	3.9	-12.1%
4263	5.45	7.09	-23.1%	4720	8.51	9.11	-6.6%
4273	5.21	5.25	-0.8%	4751	3.33	3.23	3.1%
4279	5.64	6.74	-16.3%	4767	9.44	8.85	6.7%

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change
4771	23.33	21.44	8.8%
4825	1.77	2.05	-13.7%
4828	3.12	3.17	-1.6%
4829	3.18	3.17	0.3%
4902	4.48	5.01	-10.6%
4923	2.12	2.48	-14.5%
5000	35.32	30.61	15.4%
5022	19.2	17.7	8.5%
5037	26.72	27.09	-1.4%
5040	18.8	14.52	29.5%
5057	19.14	20.59	-7.0%
5059	69.14	56.88	21.6%
5069	33.52	25.89	29.5%
5102	9.63	8.8	9.4%
5160	10.15	8.26	22.9%
5183	8.53	7.46	14.3%
5184	9.31	7.19	29.5%
5188	6.59	7.12	-7.4%
5190	6.32	5.86	7.8%
5191	1.71	2.18	-21.6%
5192	7.89	8.06	-2.1%
5193	12.39	11.44	8.3%
5213	17.16	17.22	-0.3%
5221	13.57	11.81	14.9%
5222	16.72	17.79	-6.0%
5223	10.61	9.63	10.2%
5348	9.43	8.83	6.8%
5402	21.39	16.52	29.5%
5403	15.91	14.87	7.0%
5428	7.75	8.65	-10.4%
5429	6.98	6.24	11.9%
5443	15.11	15.59	-3.1%
5445	9.98	9.3	7.3%
5462	12.02	10.46	14.9%
5473	22.34	18.14	23.2%
5474	13.75	12.38	11.1%
5479	9.09	8.73	4.1%
5480	8.43	8.98	-6.1%
5491	4.57	3.53	29.5%
5506	15.29	12.28	24.5%
5507	9.47	8.4	12.7%
5508	10.88	8.4	29.5%
5536	8.69	7.49	16.0%
5538	17.47	14.33	21.9%
5545	33.44	28.94	15.5%
5547	30.15	24.2	24.6%
5606	5.69	5.09	11.8%
5610	5.63	5.34	5.4%
5645	13.69	13.58	0.8%
5648	17.47	14.33	21.9%
5651	17.66	13.64	29.5%
5701	11.29	-	-
5703	33.48	28.52	17.4%
5709	A	A	A
5951	2.41	2.26	6.6%
5954	2.84	3.16	-10.1%
6003	16.81	15.54	8.2%
6005	5.55	5.41	2.6%
6017	4.69	3.7	26.8%
6018	19.3	15.18	27.1%
6045	5.5	5.49	0.2%
6204	13.09	10.18	28.6%
6216	8.89	8.55	4.0%
6217	10.02	8.25	21.5%
6229	7.76	7	10.9%
6233	11.11	11.46	-3.1%
6235	31.1	29.04	7.1%
6251	19.41	21.58	-10.1%
6252	16.52	14.72	12.2%
6254	A	A	A
6259	A	A	A
6260	A	A	A
6306	8.43	8.47	-0.5%
6319	6.53	6.97	-6.3%
6325	10.3	10.59	-2.7%
6400	11.35	12.16	-6.7%
6504	5.93	6.91	-14.2%
6701	20.1	16.63	20.9%
6801	32.35	27.96	15.7%
6811	8.12	8.59	-5.5%
6824	13.03	13.01	0.2%
6826	4.14	4.19	-1.2%
6834	5.32	4.74	12.2%
6836	4.51	5.02	-10.2%
6843	3.74	5.2	-28.1%
6854	3.07	3.08	-0.3%
6872	20.28	20.18	0.5%
6874	61.07	60.2	1.4%
6875	69.09	76.87	-10.1%
6882	8.43	8.11	3.9%

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change	Class Code	Dec. 2003	Feb. 2003	% Change
6884	42.98	39.45	8.9%	7520	6.39	6.67	-4.2%
6885	59.64	52.58	13.4%	7536	13.26	11.58	14.5%
7016	6.7	5.5	21.8%	7538	8.89	9.75	-8.8%
7024	7.45	6.11	21.9%	7539	2.98	2.86	4.2%
7038	3.97	4.13	-3.9%	7542	2.03	1.95	4.1%
7046	6.56	5.38	21.9%	7570	1.82	1.68	8.3%
7047	10.53	8.64	21.9%	7580	5.22	5.53	-5.6%
7050	7.9	6.48	21.9%	7590	10.14	9.53	6.4%
7090	4.41	4.59	-3.9%	7600	4.6	4.08	12.7%
7098	7.27	5.97	21.8%	7601	8.89	9.75	-8.8%
7099	14.31	11.74	21.9%	7610	0.54	0.51	5.9%
7133	7.12	6.33	12.5%	7710	3.97	3.65	8.8%
7197	9.81	11.54	-15.0%	7711	E	E	-2.9%
7201	7.42	6.75	9.9%	7716	E	E	0.0%
7207	5.05	5.64	-10.5%	7720	2.61	2.18	19.7%
7219	11.04	10.85	1.8%	7723	3.06	3.11	-1.6%
7231	9.54	10.66	-10.5%	7855	16.61	14.95	11.1%
7242	9.25	9.15	1.1%	7998	3.7	2.9	27.6%
7309	13.37	12.78	4.6%	7999	3.16	2.55	23.9%
7313	4.46	3.66	21.9%	8001	2.67	2.61	2.3%
7317	32.32	28.3	14.2%	8006	2.9	2.69	7.8%
7327	36.39	33.13	9.8%	8008	1.52	1.43	6.3%
7333	9.68	7.94	21.9%	8012	2.61	2.67	-2.2%
7335	10.75	8.82	21.9%	8013	0.54	0.47	14.9%
7337	20.67	16.96	21.9%	8016	0.68	0.85	-20.0%
7366	27.63	22.67	21.9%	8017	2.02	1.88	7.4%
7367	8.07	8.72	-7.5%	8018	5.07	4.79	5.8%
7368	8.97	11.55	-22.3%	8021	9.39	7.36	27.6%
7370	C	C	0.8%	8031	3.97	4.6	-13.7%
7377	6.09	6.23	-2.2%	8032	1.71	1.66	3.0%
7380	8.95	9.33	-4.1%	8033	4.3	4.15	3.6%
7390	12.88	10.89	18.3%	8034	13.14	11.73	12.0%
7394	15.75	12.92	21.9%	8039	4.95	5.32	-7.0%
7395	17.51	14.37	21.9%	8043	1.91	1.88	1.6%
7398	18.94	15.54	21.9%	8044	5.11	4.95	3.2%
7403	5.22	5.01	4.2%	8046	3.2	2.66	20.3%
7405	1.18	1.53	-22.9%	8047	3.06	2.61	17.2%
7421	3.02	2.48	21.8%	8048	8.9	7.65	16.3%
7422	2.86	2.36	21.2%	8090	1.31	1.25	4.8%
7423	5.49	5.98	-8.2%	8102	6.48	5.44	19.1%
7431	1.3	1.46	-11.0%	8103	5.51	5.12	7.6%
7445	0.71	0.68	4.4%	8105	6.18	5.52	12.0%
7453	0.68	0.65	4.6%	8106	9.7	8.14	19.2%
7502	1.95	2.01	-3.0%	8107	6.2	5.7	8.8%
7515	1.53	1.53	0.0%	8111	7.92	6.98	13.5%

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change
8116	4.54	3.56	27.5%
8199	4.25	3.4	25.0%
8204	34.16	29.56	15.6%
8209	7.3	7.18	1.7%
8215	6.18	6.04	2.3%
8227	11.31	9.11	24.1%
8232	9.25	8.16	13.4%
8235	7.27	5.8	25.3%
8263	10.4	10.34	0.6%
8264	9.16	8.47	8.1%
8265	12.81	12	6.8%
8280	11.39	9.34	21.9%
8288	5.07	4.93	2.8%
8291	5.51	7.71	-28.5%
8292	6.11	7.02	-13.0%
8293	13.63	16.11	-15.4%
8350	7.26	5.71	27.1%
8353	6.01	6.44	-6.7%
8381	2.91	3.49	-16.6%
8382	2.9	2.69	7.8%
8385	7.94	8.49	-6.5%
8391	5.31	5.45	-2.6%
8392	3.55	3.46	2.6%
8394	6.68	7.19	-7.1%
8500	11.22	10.13	10.8%
8601	1.09	0.87	25.3%
8709	15.31	14.84	3.2%
8719	3.82	4.21	-9.3%
8720	2.27	2.51	-9.6%
8726	2.67	2.42	10.3%
8731	1.23	1.16	6.0%
8742	0.58	0.53	9.4%
8745	7.03	7.33	-4.1%
8748	0.77	0.65	18.5%
8751	7.79	7.89	-1.3%
8755	1.36	1.18	15.3%
8800	1.46	1.73	-15.6%
8802	1.76	1.73	1.7%
8803	0.21	0.2	5.0%
8809	0.44	0.4	10.0%
8810	0.35	0.34	2.9%
8820	0.26	0.25	4.0%
8829	5.55	5.58	-0.5%
8831	2.38	2.21	7.7%
8832	0.59	0.53	11.3%
8833	1.49	1.32	12.9%
8837	A	A	A
8838	0.65	0.6	8.3%
8840	0.7	0.79	-11.4%
8854	3.94	3.52	11.9%
8857	3.86	-	-
8865	2.65	2.86	-7.3%
8866	3.89	4.18	-6.9%
8868	0.77	0.72	6.9%
8871	0.54	0.43	25.6%
8901	0.55	0.55	0.0%
9014	6.09	6.21	-1.9%
9015	2.78	3.16	-12.0%
9016	8.89	8.08	10.0%
9019	3.46	4.14	-16.4%
9025	21.73	17.96	21.0%
9026	5.41	5.53	-2.2%
9027	17.75	17.86	-0.6%
9028	4.46	4.39	1.6%
9029	8.5	8.34	1.9%
9030	7.68	7.36	4.3%
9040	8.55	9.27	-7.8%
9044	2.52	2.98	-15.4%
9048	4.73	5.73	-17.5%
9051	3.68	4.01	-8.2%
9052	4.26	4.79	-11.1%
9055	1.62	2.09	-22.5%
9058	2.62	2.63	-0.4%
9060	2.7	2.8	-3.6%
9061	2.72	2.85	-4.6%
9063	1.29	1.76	-26.7%
9065	1.38	1.79	-22.9%
9071	2.74	-	-
9072	2.74	-	-
9074	2.74	-	-
9088	7.5	5.9	27.1%
9089	0.72	0.84	-14.3%
9093	2.08	2.68	-22.4%
9101	5.29	5.88	-10.0%
9102	4.5	3.82	17.8%
9111	0.77	0.72	6.9%
9149	1.79	1.66	7.8%
9157	5.38	4.85	10.9%
9158	4.03	3.99	1.0%
9159	1.21	1.3	-6.9%

RATE COMPARISON FEBRUARY 2003 – DECEMBER 2003

Class Code	Dec. 2003	Feb. 2003	% Change	Class Code	Dec. 2003	Feb. 2003	% Change
9160	1.75	1.94	-9.8%	9526	21.49	16.6	29.5%
9178	4.73	4.74	-0.2%	9527	23.06	20.77	11.0%
9179	7.21	6.98	3.3%	9534	17.35	16.27	6.6%
9180	2.43	2.62	-7.3%	9539	11.4	10.35	10.1%
9182	2.48	3.21	-22.7%	9545	10.75	9.65	11.4%
9186	21.92	23.87	-8.2%	9549	13.92	13.33	4.4%
9220	8.33	7.74	7.6%	9552	16.58	18.15	-8.7%
9402	6.5	5.91	10.0%	9553	14.4	14.07	2.3%
9403	13.74	17.12	-19.7%	9585	1.43	1.83	-21.9%
9410	1.73	2.08	-16.8%	9586	0.99	1.12	-11.6%
9501	3.04	3.41	-10.9%	9600	1.82	1.99	-8.5%
9505	4.35	4.38	-0.7%	9610	0.78	0.8	-2.5%
9519	3.76	3.91	-3.8%	9620	1.89	1.69	11.8%
9521	7.25	6.34	14.4%				
9522	2.23	2.66	-16.2%				

LEGEND:

A Rate, etc., for each individual risk shall be obtained from the Board.

C Refer to Miscellaneous Values for rates. Rate change percentage is the same for all rates in this class.

E Refer to Volunteer Firefighters premium schedule for rates. Rate change is the same for all rates within this class.

TRAVELERS

Notice to Employers

The Construction Employment Payroll Limitation Law, enacted under Senate Bill S7744 and Assembly Bill A11294, provides a more equitable distribution of premium between high wage paying and low wage paying employers in the construction industry. The law applies to employers with an anniversary rating date on or after October 1, 1999. One or more classification codes applicable to your policy may be subject to the Payroll Limitation Law. ***See list of eligible classifications below.*** The Law does not, however, apply to employments engaged in the construction of one or two family residential housing.

Your overall premium may increase or decrease depending on geographic territories and/or payroll limitations. The actual weekly payroll of each employee performing the employments subject to an eligible classification code is subject to the following limitations:

- a maximum of $900 per week plus ½ of the difference between the employee's total payroll and the limited payroll for policies with effective dates beginning October 1, 1999 and ending September 30, 2000;
- a maximum of $900 per week for policies with effective dates beginning October 1, 2000 and ending September 30, 2001;
- a maximum of $800 per week for policies with effective dates beginning October 1, 2001 and ending September 30, 2002; and
- a maximum of the greater of $750 or the weekly wage upon which the maximum weekly benefit is based for policies with effective dates on or after October 1, 2002.

The construction employment geographic territories are:

Territory 1 - Counties of the Bronx, Kings, New York, Queens and Richmond

Territory 2 - Counties of Duchess, Nassau, Orange, Putnam, Rockland, Suffolk and Westchester

Territory 3 - All other counties within the State

Please note that since your operations may be subject to the law, an employer with an eligible classification code is required to maintain true and accurate weekly records for each employee that shows:

1. Each employee's total weekly wages and hours worked;
2. The type of work performed;
3. The geographic territory in which the work was performed; and
4. Whether or not the work was performed on commercial structures or on one/two family residential housing.

Eligible classification codes are those currently contained in the New York Construction Classification Premium Adjustment Program (PAP), with the exception of code 5645, which applies to the construction of one or two family residential dwellings. The specific listing of eligible classification codes is as follows:

0042	5057	5193	5428	5480	5547	6005	6233	6319	8227
3365	5059	5213	5429	5491	5606	6017	6235	6325	9526
3724	5069	5221	5443	5506	5610	6018	6251	6400	9527
2726	5102	5222	5445	5507	5648	6045	6252	6701	9534
3737	5160	5223	5462	5508	5651	6204	6254	7536	9539
5000	5183	5348	5473	5536	5703	6216	6259	7538	9545
5022	5184	5402	5474	5538	5709	6217	6260	7601	9549
5037	5188	5403	5479	5545	6003	6229	6306	7855	9553
5040	5190								

The definition of the term "construction" as used in the Payroll Limitation Law includes new construction, as well as the remodeling, repair and maintenance work on existing structures.

If you have any questions regarding this law, please contact your agent, broker or insurance carrier underwriter.

IMPORTANT NOTICE TO NEW YORK POLICYHOLDERS

If you have New York employees meeting either of the following conditions, you must take action to obtain a specific posting notice:

1. If you own or operate an automotive or horse drawn vehicle, and have no minimum staff of regular employees who are required to report for work at your established place or business; or
2. If you engage in the business of moving household goods or furniture.

If you meet either of these conditions, New York statute requires you to post and maintain notice C-105.1 in every vehicle owned or operated by you. New York may fine you $250 for each violation.

Please contact your agent and request the number of copies of this notice that you need. A sample copy of the notice is included.

State of New York
WORKERS' COMPENSATION BOARD

SAMPLE COPY

PRESCRIBED COPY
Form C-105.1

Notice to be Posted by Employer Under NY WCL Section 51
for Automotive or Horse-Drawn Vehicles

Color: White
Size: 6" X 4"
Stock: Index or Ledger

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

The undersigned employer hereby gives notice that he/she has conformed to the provisions of the Workers' Compensation Law and the rules of the Workers' Compensation Board of the State of New York, and that he/she has secured the payment of compensation to his/her employees, and the dependents of employees, engaged in employments enumerated in or brought within the provisions of said law. Such compensation has been secured for such employees in accordance with Section 50 of the Workers' Compensation Law, by insuring with:

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer:

Policy No.....Policy in Force from ..... to .....
(For Insurance Carriers Only)

..... By .....
Legal Name of Insured (Employer) Signature of Employer

Failure by an employer to post this notice in an automotive or horse-drawn vehicle as required by NY WCL Section 51, or in every vehicle used to move household goods or services, may result in a $250 penalty for each violation.

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

C-105.1 (9-05)

Section 51 of the NYS Workers' Compensation Law

Every employer who has complied with section fifty of this article shall post and maintain in a conspicuous place or places in and about his place or places of business typewritten or printed notices in form prescribed by the chairman, stating the fact that he has complied with all the rules and regulations of the chairman and the board and that he has secured the payment of compensation to his employees and their dependents in accordance with the provisions of this chapter, but failure to post such notice as herein provided shall not in any way affect the exclusiveness of the remedy provided for by section eleven of this chapter. Every employer who owns or operates automotive or horse-drawn vehicles and has no minimum staff of regular employees required to report for work at an established place of business maintained by such employer and every employer who is engaged in the business of moving household goods or furniture shall post such notices in each and every vehicle owned or operated by him. Failure to post or maintain such notice in any of said vehicles shall constitute presumptive evidence that such employer has failed to secure the payment of compensation. The chairman may require any employer to furnish a written statement at any time showing the stock corporation, mutual corporation or reciprocal insurer in which such employer is insured or the manner in which such employer has complied with any provision of this chapter. Failure for a period of ten days to furnish such written statement shall constitute presumptive evidence that such employer has neglected or failed in respect of any of the matters so required. Any employer who fails to comply with the provisions of this section shall be required to pay to the board a fine of up to two hundred fifty dollars for each violation, in addition to any other penalties imposed by law to be deposited into the uninsured employers' fund.

C-105.1 Reverse (9-05)

PN T4 91 01 06
W31M5D06

IMPORTANT NOTICE TO NEW YORK POLICYHOLDERS

If you have New York employees meeting either of the following conditions, you must take action to obtain a specific posting notice:

1. If you own or operate an automotive or horse drawn vehicle, and have no minimum staff of regular employees who are required to report for work at your established place or business; or
2. If you engage in the business of moving household goods or furniture.

If you meet either of these conditions, New York statute requires you to post and maintain notice C-105.1 in every vehicle owned or operated by you. New York may fine you $250 for each violation.

Please contact your agent and request the number of copies of this notice that you need. A sample copy of the notice is included.

State of New York
WORKERS' COMPENSATION BOARD

SAMPLE COPY

PRESCRIBED COPY
Form C-105.1

Notice to be Posted by Employer Under NY WCL Section 51
for Automotive or Horse-Drawn Vehicles

Color: White
Size: 6" X 4"
Stock: Index or Ledger

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

The undersigned employer hereby gives notice that he/she has conformed to the provisions of the Workers' Compensation Law and the rules of the Workers' Compensation Board of the State of New York, and that he/she has secured the payment of compensation to his/her employees, and the dependents of employees, engaged in employments enumerated in or brought within the provisions of said law. Such compensation has been secured for such employees in accordance with Section 50 of the Workers' Compensation Law, by insuring with:

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer:

Policy No.....Policy in Force from ..... to .....
(For Insurance Carriers Only)

..... By .....
Legal Name of Insured (Employer) Signature of Employer

Failure by an employer to post this notice in an automotive or horse-drawn vehicle as required by NY WCL Section 51, or in every vehicle used to move household goods or services, may result in a $250 penalty for each violation.

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

C-105.1 (9-05)

Section 51 of the NYS Workers' Compensation Law

Every employer who has complied with section fifty of this article shall post and maintain in a conspicuous place or places in and about his place or places of business typewritten or printed notices in form prescribed by the chairman, stating the fact that he has complied with all the rules and regulations of the chairman and the board and that he has secured the payment of compensation to his employees and their dependents in accordance with the provisions of this chapter, but failure to post such notice as herein provided shall not in any way affect the exclusiveness of the remedy provided for by section eleven of this chapter. Every employer who owns or operates automotive or horse-drawn vehicles and has no minimum staff of regular employees required to report for work at an established place of business maintained by such employer and every employer who is engaged in the business of moving household goods or furniture shall post such notices in each and every vehicle owned or operated by him. Failure to post or maintain such notice in any of said vehicles shall constitute presumptive evidence that such employer has failed to secure the payment of compensation. The chairman may require any employer to furnish a written statement at any time showing the stock corporation, mutual corporation or reciprocal insurer in which such employer is insured or the manner in which such employer has complied with any provision of this chapter. Failure for a period of ten days to furnish such written statement shall constitute presumptive evidence that such employer has neglected or failed in respect of any of the matters so required. Any employer who fails to comply with the provisions of this section shall be required to pay to the board a fine of up to two hundred fifty dollars for each violation, in addition to any other penalties imposed by law to be deposited into the uninsured employers' fund.

C-105.1 Reverse (9-05)

PN T4 91 01 06
W31M5D06

Commonwealth Of Pennsylvania

Important Loss Control Information

The Travelers Indemnity Company and any of its property-casualty insurance subsidiaries and affiliates who may issue insurance policy(ies) to policyholder(s) in the Commonwealth of Pennsylvania is required by law to provide its policyholders with certain accident prevention services as required by Pennsylvania Workers' Compensation Act, Article X, Health and Safety, Sec 1001 (d). If you would like more information after reading the attached Safety Services notice, call or write the closest Loss Prevention & Engineering office listed in Safety Services notice.

Commonwealth Of Pennsylvania

Important Safety Committee Information

Pennsylvania statue makes available to insureds who form a certified safety committee, a 5% premium discount. For information regarding this discount, contact your agent/broker who can provide you with information or direct you to the appropriate Travelers underwriting contact.

State Of Texas

Important Loss Control Information

The Travelers Indemnity Company and any of its property-casualty insurance subsidiaries and affiliates who may issue insurance policy(ies) to policyholder(s) in the State of Texas is required by law to provide its policyholders with certain accident prevention services as required by the Texas Labor Code, § 411.066, at no additional charge. If you would like more information call or write the closest Texas office listed in the attached notice. If you have any questions about this requirement, call the Division of Workers' Health and Safety, Texas Workers Compensation Commission at 1-800-452-9595.

State of Texas

Important Loss Control Information

Texas Workers' Compensation Commission Rule §166.4, Required Accident Prevention Services, requires that we solicit comments from each policyholder every 12 months to determine your need for safety information or assistance. The attached Safety Services notice describes the services which are available to you at no additional charge and where you may obtain them in the State of Texas.

If you need assistance, or wish to bring an issue to our attention, phone us or write your comments below and either FAX or send this form to the Travelers Loss Prevention and Engineering office listed below that is closest to your Texas location.

Dallas

FAX # (214) 570-6690
Phone # (214) 570-6682

Houston

Fax # (713) 787-4025
Phone # (713) 787-4031

Comments

Insured Name: _____

Address: _____

Phone & FAX Number: _____

Completed By: _____ Title: _____

Date: _____

W42M4I03

005243

MARSH

Marsh Ltd
Client & Market Services
Victoria House
Queens Road
Norwich, NR1 3QQ
UK
Tel +44 (0) 1603 207630
Fax +44 (0) 1603 207930
Nicholas.Cook@marsh.com

Jim Li
American Water Works Company, Inc
1025 Laurel Oak Road
Voorhees, NJ 08043-3597
USA

15th January 2007

Re: American Water Works Company, Inc.
Policy No: DL481007
Excess Liability Insurance (Occurrence Basis)
Limit: USD 50,000,000 Excess USD 50,000,000

Dear Jim,

We now have pleasure in enclosing our Cover Note and Debit Invoice in respect of the above policy. We would be grateful if you would check this document carefully and advise us immediately if there are any errors.

As you are aware this insurance is treated as being "self procured". Additionally you should also be aware that XL the carrier writing this risk does not have a closing agreement with the US Internal Revenue. As a consequence of this Federal Excise Tax (F.E.T.) of 4% is due and payable on their proportion, to the relevant tax authority. If you have any questions regarding either issue we suggest that you contact your insurance consultants regarding any taxation matters that may arise.

The premium in respect of this policy is subject to a premium payment warranty and is payable to Underwriters by January 31st, 2007. We would be grateful if you would remit the funds, by wire transfer direct to the following bank account at least 10 days before the date stated above .

JPMorgan Chase Bank
125 London Wall
London EC2Y 5AJ
For account of: Marsh Ltd NST
Account No: 15050511
Swift Code: CHASGB2L
IBAN: GB25 CHAS 609242 15050511

Please could you also quote the following transaction number when making this payment:

07DL1012 in respect of payment **US$ 850,000.00**

If you have any questions or queries relating to any of the enclosed, please do not hesitate to contact us.

Yours sincerely

pp

Nicholas Cook
Global Markets

Registered in England Number: 1507274, Registered Office: 1 Tower Place West Tower Place London EC3R 5BU
Marsh Ltd is authorised and regulated by the Financial Services Authority.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices". This may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MMC Marsh & McLennan Companies

MARSH

Marsh Ltd
Client & Market Services
Victoria House
Queens Road
Norwich
NR1 3QQ
020 7357 1000 fax: 020 7929 2705

AMERICAN WATER WORKS COMPANY INC
1025 LAUREL OAK RD
VOORHEES, NJ 080433597
USA

CLIENT & MARKET SERVICES FOR
GLOBAL BROKING PRACTICE
ACCOUNT NO: C4729602X
RISK NO: DL481007
CONTACT: L89/DEAN ROE
DIRECT LINE: 01603 20 7029

YOUR REFERENCE: JIM LI

DATE : 15 JAN 2007

DEBIT INVOICE NO: 07DL1012 /01

INSURED: AMERICAN WATER WRKS
PERIOD: 1 JAN. 07 TO 1 JAN. 08
TYPE: EXCESS LIABILITY
DESCRIPTION: PREMIUM FOR PERIOD

NARRATIVE: EXCESS LIABILITY INSURANCE (OCCURRENCE BASIS)
LIMIT: USD 50,000,000 EXCESS USD 50,000,000
PREMIUM PAYMENT WARRANTY: 31ST JANUARY 2007
INSURER: XL EUROPE LTD

PREMIUM	**USD**	**850,000.00**
AMOUNT PAYABLE	**USD**	**850,000.00**

PLEASE BE AWARE THAT THE COVERAGE AFFORDED BY THE POLICY IS CONDITIONAL UPON THE UNDERWRITER/S RECEIVING PAYMENT OF ALL PREMIUM AMOUNTS DUE.
PLEASE THEREFORE ARRANGE TIMELY SETTLEMENT TO OUR BANK, AS PER THE ACCOUNT DETAILS SHOWN OVERLEAF. PLEASE QUOTE THE ABOVE INVOICE NUMBER ON ALL CORRESPONDENCE.

ANY EXEMPT PART OF THIS SUPPLY IS VAT EXEMPT UNDER ARTICLE 13B(A), DIRECTIVE 77/388/EC

Marsh Ltd is authorised and regulated by the Financial Services Authority. Marsh Ltd conducts its general insurance activities on terms that are set out in the document 'Our Business Principles and Practices'. Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html.
VAT Reg. No: 244 2517 79 Registered No: 1507274 England Registered Office: 1 Tower Place West Tower Place London EC3R 5BU
MMC Marsh & McLennan Companies

NOR DL

NC050A

MARSH

Victoria House, Queens Road,
Norwich, NR1 3QQ,
United Kingdom

Telephone: (44) (0)20 7357 1000
Facsimile: (44) (0)20 7929 2705

MARSH LTD
BANKING ARRANGEMENTS

Telegraphic Transfers should be made to the following banks:-

Sterling	**United States Dollars**	**Australian Dollars**	**Canadian Dollars**
BARCLAYS BANK 1 Churchill Place London E14 5HP For account of: Marsh Ltd NST Account No: 20202681 Swift Code: BARCGB22 Sort Code 20-00-00 IBAN: GB90 BARC 200000 20202681	JPMORGAN CHASE BANK 125 London Wall London EC2Y 5AJ For account of: Marsh Ltd NST Account No: 15050511 Swift Code: CHASGB2L IBAN: GB25 CHAS 609242 15050511	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LBB For account of: Marsh Ltd NST Account No: 723908 Swift Code: CITIGB2L Cover with: Citibank, Sydney IBAN: GB39 CITI 185008 00723908	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 3064972 Swift Code: CITIGB2L Cover with: Citibank, Toronto IBAN: GB03 CITI 185008 03064972
Danish Kroner	**Euro**	**Hong Kong Dollars**	**Japanese Yen**
Citibank NA 336 Strand London WC2R 1HB For account of: Marsh Ltd NST Account No: 1037730 Swift Code: CITIGB2L Cover with: Nordea Bank, Copenhagen IBAN: GB86 CITI 185008 01037730	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 8509077 Swift Code: CITIGB2L No cover bank IBAN: GB58 CITI 185008 08509077	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 10004839 Swift Code: CITIGB2L Cover with: Citibank, Hong Kong IBAN: GB46 CITI 185008 10004839	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 722928 Swift Code: CITIGB2L Cover with: Citibank, Tokyo IBAN: GB18 CITI 185008 00722928
New Zealand Dollars	**Norwegian Kroner**	**Saudi Riyals**	**Singapore Dollars**
Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 10004855 Swift Code: CITIGB2L Cover with: Citibank, Auckland IBAN: GB02 CITI 185008 10004855	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 723894 Swift Code: CITIGB2L Cover with: Den Norske Bank, Oslo IBAN: GB29 CITI 185008 00723894	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 727555 Swift Code: CITIGB2L Cover with: Saudi American Bank, Riyadh IBAN: GB25 CITI 185008 00727555	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 10004847 Swift Code: CITIGB2L Cover with: Citibank, Singapore IBAN: GB24 CITI 185008 10004847
South African Rands	**Swedish Krona**	**Swiss Francs**	
Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 723916 Swift Code: CITIGB2L Cover with: Citibank, Johannesburg IBAN: GB17 CITI 185008 00723916	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 727563 Swift Code: CITIGB2L Cover with: Svenska Handelsbanken, Stockholm IBAN: GB03 CITI 185008 00727563	Citibank NA Citigroup Centre Canada Square, Canary Wharf London E14 5LB For account of: Marsh Ltd NST Account No: 723924 Swift Code: CITIGB2L BC Code 89095 IBAN: GB92 CITI 185008 00723924	

MARSH

COVER NOTE

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

Marsh Ltd
Client & Market Services *for*
GLOBAL MARKETS

AMERICAN WATER WORKS COMPANY INC
1025 LAUREL OAK RD
VOORHEES, NJ 080433597
USA

FOR ATTN: JIM LI

Date: 12th January 2007

Please always quote this No: DL481007 / 1

In accordance with your instructions we have arranged cover as follows:

RISK DETAILS

TYPE:	EXCESS LIABILITY INSURANCE (Occurrence Basis)
FORM:	As per the attached XLE London Short Excess Form 01-07 (OCC) following the immediately underlying policy issued by National Union Fire Insurance Company of Pittsburgh, PA., except as otherwise provided herein.
NAMED INSURED:	American Water Works Company, Inc
ADDRESS OF THE NAMED INSURED:	1025 Laurel Oak Road, Voorhees, NJ 08043-3597
PERIOD:	From January 1st, 2007 to January 1st, 2008 both days at 12:01 A.M. prevailing time at the address of the Named Insured.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Registered in: England Number: 1507274
Registered Office: 1 Tower Place West Tower Place London EC3R 5BU
Marsh Ltd is authorised and regulated by the Financial Services Authority

MMC Marsh & McLennan Companies

pn 90

MARSH

CONTINUATION SHEET
Page 2 of 5

Attaching to and forming part of Cover Note No: DL481007 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

LIMIT OF LIABILITY:	USD 50,000,000	each occurrence and in the aggregate annually where applicable in the underlying policy
	EXCESS OF:	
	USD 25,000,000	each occurrence and in the aggregate annually where applicable as per policy form **(being followed policy hereon)**
	EXCESS OF:	
	USD 25,000,000	each occurrence and in the aggregate annually where applicable as per policy form
	WHICH IN TURN EXCESS OF:	
	Underlying insurances and/or retentions listed in the underlying lead umbrella policy.	
ORDER HEREON:	100% of USD 50,000,000	
CONDITIONS:	As per the attached XLE London Short Excess Form 01-07 (OCC) following all terms and conditions of the immediate underlying policy issued by National Union Fire Insurance Company of Pittsburgh, PA. Additional Endorsements:- 1. Arbitration Endorsement (as attached) 2. Choice of Law Endorsement (as attached) 3. Following Lead Binder Endorsement (as attached)	
PREMIUM:	USD 850,000.00 (100%) Flat Annual	
PAYMENT TERMS:	Premium Payment Condition - as attached.	
FEE PAYABLE BY CLIENT:	No	

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

CONTINUATION SHEET
Page 3 of 5

Attaching to and forming
part of Cover Note No: DL481007 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

RETAIL BROKERAGE: Nil to Marsh USA, Inc.

WHOLESALE BROKERAGE: 7.5% to Marsh Ltd., Global Markets, London.

OTHER DEDUCTIONS FROM PREMIUM: None

TAXES PAYABLE BY INSURED: Self Procured taxation as applicable and 4% Federal Excise Tax (FET)

TAXES PAYABLE BY INSURED AND ADMINISTERED BY UNDERWRITERS: None

RECORDING, TRANSMITTING & STORING INFORMATION: Where the broker maintains risk and claim data/information/documents the broker may hold data/information/documents electronically.

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the Insured may elect for the disproportionate signing of insurers' lines without further specific agreement of insurers, providing that any such variation is made prior to the commencement date of the period on insurance and that lines written "To Stand" may not be varied without the documented agreement of those insurers;

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the Insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

SUBSCRIPTION AGREEMENT

SLIP LEADER: XLE Europe Ltd (UK Branch)

DOCUMENT PRODUCTION: Wording as agreed by Slip Leader.

Marsh Ltd. to provide a Copy Placing Slip as sole Evidence of Cover.

In the event that a formally issued Insurance Policy is also required, this will be produced by Marsh Ltd. and authorised by the subscribing Insurers/Underwriters hereon.

INFORMATION

INFORMATION: The following underwriting information is held on file by Marsh Ltd. Global Markets and has been seen by Underwriters subscribing hereto:

2007 Submission

This Insurance is Self Procured by the Named Insured. The Named Insured may be liable for Self Procured Taxation.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

ML 9P

MARSH

CONTINUATION SHEET
Page 5 of 5

Attaching to and forming part of Cover Note No: DL481007 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

FISCAL AND REGULATORY

TAX PAYABLE BY UNDERWRITER(S): None

COUNTRY OF ORIGIN: United States of America

US CLASSIFICATION: Self Procured

FSA CLIENT CLASIFICATION: Large Risk

HEREON: 100.0000%

n 100.0000% XL Europe Limited, DUBLIN

Legend
n This Entity has issued Notice of Cancellation at Anniversary Date/s (NCAD)

Authorised Signatory

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

XL Europe Limited (UK Branch)
XL House
70 Gracechurch Street
London EC3V 0XL

XLE LONDON SHORT EXCESS FORM 01-07 (OCC)

INSURING AGREEMENTS:

1. **COVERAGE** -

XL Europe Limited (hereinafter called "the Company") hereby agrees, subject to the limitations, terms and conditions contained herein, to pay all sums which the Insured shall be obligated to pay by reason of the liability arising out of the hazards covered by and as more fully defined in the Lead Underlying Policy (as stated in Item 2. a) of the Declarations and hereinafter referred to as "Lead Underlying Policy"); provided always however, that this Policy shall not apply until the Underlying Insurers (as stated in Items 2.c) and 2.d) of the Declarations and hereinafter referred to as "Underlying Insurers") have paid or have been held liable to pay the full amount of their respective ultimate net loss in accordance with Insuring Agreement 2. – Limit of Liability.

The Company further agrees that this Policy will follow the same terms, definitions, exclusions and conditions (except as otherwise provided herein) as are, at inception hereof, contained in the Lead Underlying Policy.

Notwithstanding the foregoing, in the event that any of the following amendment(s) are subsequently made to the terms, definitions, exclusions and conditions of the Lead Underlying Policy in effect at inception hereof:

1. any change which is subject to an additional premium charge,
2. the inclusion of an additional coverage extension endorsement,
3. any change to the insuring agreements, definitions and exclusions which is intended to broaden the scope of the coverage already provided, other than Insureds or Named Insureds added without an additional premium charge,

then such amendment(s) shall not be binding upon the Company unless otherwise agreed in writing by the Company.

2. **LIMIT OF LIABILITY** -

The Company shall be liable only to pay sums up to:

USD (as stated in Item 3.a) of the Declarations)	ultimate net loss in all in respect of each Occurrence - subject to a limit of
USD (as stated in Item 3.b) of the Declarations)	in the aggregate during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Lead Underlying Policy

20/12/06

4. **OTHER INSURANCE** -

If other valid and collectible insurance is available to the Insured covering a loss also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

5. **NOTICE OF OCCURRENCE** -

Whenever the Insured has information from which they may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent to the Company via the entity stated in Item 6.a) of the Declarations as soon as practicable, provided, however, that failure to give notice of any Occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

20/12/06

but liability shall attach to the Company only after the Underlying Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

USD (as stated in Item 4.a) of the Declarations)	ultimate net loss in respect of each Occurrence, but
USD (as stated in Item 4.b) of the Declarations)	in the aggregate during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Lead Underlying Policy

which in turn is excess of various insurances and/or retentions as more fully set forth in the Lead Underlying Policy.

CONDITIONS:

1. **MAINTENANCE OF UNDERLYING INSURANCE** -

It is a condition of this Policy that the Underlying Policy/ies (as stated in Items 2.a) and 2.b) of the Declarations and hereinafter referred to as "Underlying Policy/ies") shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment of any loss(es). In the event of the Insured's failure to maintain the Underlying Policy/ies in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

In the event any Underlying Policy stated in Item 2.b) of the Declarations excludes loss(es) which are covered by the Lead Underlying Policy and subsequently covered hereunder in accordance with the provisions of Insuring Agreement 1 - Coverage, the Company shall not drop down to apply in place of such excluded coverage.

2. **ASSISTANCE AND CO-OPERATION** -

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured however the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

3. **CANCELLATION** -

The Named Insured or the Company hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Lead Underlying Policy. Such notice shall be sent to the Company via the entity stated in Item 6.b) of the Declarations.

In the event of cancellation by the Named Insured, the minimum earned Premium hereunder shall be 35% of the amount stated in Item 7. of the Declarations.

20/12/06

XL Europe Limited (UK Branch)

XL House
70 Gracechurch Street
London EC3V 0XL

Policy No.: 509/
Company Reference:

DECLARATIONS

Item 1. a) Named Insured:

and as more fully set forth in the Lead Underlying Policy

b) Address of Named Insured:

Item 2. a) Lead Underlying Policy No:

b) All other Underlying Policy No(s):

c) Lead Underlying Insurer:

d) All other Underlying Insurer(s):

Item 3. Limit of Liability: (Insuring Agreement 2)	a)	USD	per Occurrence
	b)	USD	Aggregate
Item 4. Underlying Limits: (Insuring Agreement 2)	a)	USD	per Occurrence
	b)	USD	Aggregate

which in turn is excess of various insurances and/or retentions as more fully set forth in the Lead Underlying Policy

Item 5. Policy Period:

From: _____ to _____both days at 12:01 a.m. Standard Time at the address of the Named Insured.

Item 6. Notice to: (Conditions 3 and 5)

a) All Notices of Occurrence:

Marsh Ltd.
Global Markets
North American Casualty Claims Department
Tower Place
London
EC3R 5BU
U.K

20/12/06

b) All other Notices:

Marsh Ltd
Global Markets
North American Casualty Department
Tower Place
London
EC3R 5BU
U.K

Item 7. Premium: USD ~~900,000~~ 850,000 (100% Flat Annual)

21/12/06

20/12/06

XL

XL Europe Limited (UK Branch)

XL House
70 Gracechurch Street
London EC3V 0XL

Policy No:

Named Insured:

Endorsement No. 1

Effective Date:

ARBITRATION

It is hereby understood and agreed that any dispute, controversy or claim arising out of or relating to this Policy or to the breach, cancellation, termination or validity of this Policy shall be finally and fully determined in London, England under the provisions of the Arbitration Act of 1996 ("Act") and/or any statutory modifications or amendments thereto, for the time being in force, by a Board composed of three arbitrators to be selected for each controversy as follows:

> Any party may, in the event of such a dispute, controversy or claim, notify the other party or parties to such dispute, controversy or claim of its desire to arbitrate the matter, and at the time of such notification the party desiring arbitration shall notify any other party or parties of the name of the arbitrator selected by it. The other party or parties who has been so notified shall within thirty (30) calendar days thereafter select an arbitrator and notify the party desiring arbitration of the name of such second arbitrator. If the party or parties notified of a desire for arbitration shall fail or refuse to nominate the second arbitrator within thirty (30) calendar days following the receipt of such notification, the party who first served notice of a desire to arbitrate will, within an additional period of thirty (30) calendar days, apply to a judge of the High Court of Justice of England and Wales for the appointment of a second arbitrator and in such a case the arbitrator appointed by such a judge shall be deemed to have been nominated by the party or parties who failed to select the second arbitrator. The two arbitrators, chosen as above provided, shall within thirty (30) calendar days after the appointment of the second arbitrator choose a third arbitrator. In the event of the failure of the first two arbitrators to agree on a third arbitrator within said thirty (30) calendar day period, either of the parties may within a period of thirty (30) calendar days thereafter, after notice to the other party or parties, apply to a judge of the High Court of Justice of England and Wales for the appointment of a third arbitrator and in such case the person so appointed shall be deemed and shall act as the third arbitrator. Upon acceptance of the appointment by said third arbitrator, the Board of Arbitration for the controversy in question shall be deemed fixed.

The Board of Arbitration shall fix, by a notice in writing to the parties, a reasonable time and place for the hearing and may prescribe reasonable rules and regulations governing the course and conduct of the arbitration proceedings, including discovery by the parties.

The Board shall, within ninety (90) calendar days following the conclusion of the hearing, render its written decision on the matter or matters in controversy in writing and shall cause a copy thereof to be served on all the parties thereto. In case the Board fails to reach a unanimous decision, the decision of the majority of the members of the Board shall be deemed to be the decision of the Board, and the

20/12/06

same shall be final and binding on the parties thereto. Such decision shall be a complete defense to any attempted appeal or litigation of such decision in the absence of serious irregularity. Without limiting the foregoing, the parties waive any right to appeal to, and/or seek collateral review of the decision of the Board of Arbitration by, any court or other body to the fullest extent permitted by applicable law, including, without limitation, application or appeal under Sections 45 and 69 of the Act.

Any order as to the costs of the arbitration shall be in the sole discretion of the Board, who may direct to whom and by whom and in what manner they shall be paid.

The parties agree that, in the event that claims for indemnity or contribution are asserted in any action or proceeding against the Company by any of the Insured's other insurers in any jurisdiction or forum other than that set forth in this arbitration provision, the Insured will in good faith take all reasonable steps requested by the Company to assist the Company in obtaining a dismissal of these claims (other than on the merits) and will undertake to the court or other tribunal to reduce any judgment or award against such other insurers to the extent that the court or tribunal determines that the Company would have been liable to such insurers for indemnity or contribution pursuant to this Policy. The Insured shall be entitled to assert claims against the Company for coverage under this Policy, including, without limitation, for amounts by which the Insured reduced its judgment against such other insurers in respect of such claims for indemnity or contribution, in an arbitration between the Company and the Insured pursuant to this arbitration provision, which arbitration may take place before, concurrently with and/or after the action or proceeding involving such other insurers; provided, however, that the Company in such arbitration in respect of such reduction of any judgment shall be entitled to raise any defenses under this Policy and any other defenses (other than jurisdictional defenses) as it would have been entitled to raise in the action or proceeding with such insurers (and no determination in any such action or proceeding involving such other insurers shall have collateral estoppel, res judicata or other issue preclusion or estoppel effect against the Company in such arbitration, irrespective of whether or not the Company remained a party to such action or proceeding).

All other terms and conditions of this Policy remain unchanged.

20-12-06

XL Europe Limited (UK Branch)

XL House
70 Gracechurch Street
London EC3V 0XL

Policy No:

Named Insured:

Endorsement No. 2

Effective Date:

CHOICE OF LAW

It is hereby understood and agreed that this Policy and any dispute, controversy or claim arising out of or relating to this Policy, shall be governed by and construed in accordance with the substantive internal law (i.e., excluding procedural and choice-of-law rules) of the State of New York, except insofar as such law (1) may prohibit payment in respect of punitive damages hereunder; (2) pertain to regulation under New York Insurance Law, or regulations issued by the Insurance Department of the State of New York pursuant thereto, applying to insurers doing insurance business, or issuance, delivery or procurement of policies of insurance, within the State of New York or as respect risks or insured entities situated in the State of New York; or (3) are inconsistent with any provision of this Policy; provided, however, that the provisions, stipulations, exclusions and conditions of this Policy are to be construed in an even handed fashion as between the Insured and the Company; where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions (without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favour of either the Insured or the Company or reference to the "reasonable expectations" of either thereof or to contra proferentum and without reference to parol or other extrinsic evidence). Insofar as the substantive internal law of New York is inapplicable as provided herein or otherwise, and as respects arbitration procedure, the internal laws of England and Wales apply.

Notwithstanding the foregoing, it is further understood and agreed if the Lead Underlying Policy is governed by the internal laws of any other State, then such State shall replace any reference above to the State of New York.

All other terms and conditions of this Policy remain unchanged.

20/12/06

Dp

XL Europe Limited (UK Branch)

XL House
70 Gracechurch Street
London EC3V 0XL

Policy No:

Insured:

Endorsement No. 3

Effective Date:

PREMIUM PAYMENT CONDITION

Notwithstanding anything to the contrary contained in this Policy, it is a requirement of this Policy that:

(a) the premium is to be received by the Company no later than January 31st, 2007,

(b) any instalment premium is to be received by the Company no later than thirty (30) days after the effective date of such instalment premium,

(c) any other additional premium is to be received by the Company no later than thirty (30) days after the effective date applicable to such additional premium, or as may otherwise be agreed by the Company.

In consideration of the foregoing:

1. failure to comply with (a) above may entitle the Company to refuse to be bound by this contract of insurance,

2. failure to comply with (b) above may entitle the Company to invoke the cancellation provisions of this Policy,

3. failure to comply with (c) above may entitle the Company to invoke the cancellation provisions of this Policy with respect to any additional coverage which is subject to such additional premium charge.

All other terms and conditions of this Policy remain unchanged.

20/12/06

DA

XL Europe Limited (UK Branch)

XL House
70 Gracechurch Street
London EC3V 0XL

Policy No:

Named Insured:

Endorsement No. 4

Effective Date:

ENDORSEMENT FOR EXCESS FOLLOWING FORM POLICY ISSUANCE PRIOR TO ISSUANCE/RECEIPT OF THE LEAD UNDERLYING POLICY

This Excess Liability Following Form Policy has been issued on the basis that it is following the same warranties, terms, definitions, exclusions and conditions (except as otherwise provided herein) as are, at inception hereof, contained in the Lead Underlying Policy, being Policy Number (to be advised) to be issued by National Union Fire Insurance Company of Pittsburgh, PA and that such policy(ies) should reflect bound coverage as contained in National Union Fire Insurance Company of Pittsburgh, PA binder dated 26/12/06, which has been noted by the Company and is held on file by Marsh Ltd., London.

Following the issuance of policy number (to be advised) by National Union Fire Insurance Company of Pittsburgh, PA a copy of such policy should be forwarded to the Company, via Marsh Ltd., London, for review and agreement by the Company. Any difference in coverage between the binder and the policy will not be binding upon the Company hereunder until agreed by the Company in writing.

Upon satisfactory review of the above referenced policy by the Company, an endorsement will be issued to this Policy deleting this endorsement in its entirety.

All other terms and conditions of this Policy remain unchanged

20/12/06

MARSH

Andrew Moulder
Vice President

Marsh Global Markets (Bermuda) Ltd.
8 Wesley Street, Craig Appin House
P.O. Box HM 2444
Hamilton HM JX, Bermuda
441 299 8830 Fax 441 292 5731
Andrew.Moulder@marsh.com
www.marsh.com

April 04, 2007

Mr. James P. Li
Director, Risk Management
American Water Works Company, Inc.
1025 Laurel Oak Road
Vorhees, NJ 08043

Subject: **ACE Bermuda Insurance Ltd. Policy No. AWW-1274/4**

Dear Jim,

We are pleased to enclose the ACE Bermuda Insurance Ltd. Occurrence Reported Policy No. AWW-1274/4, effective January 1, 2007 to January 1, 2008. Cover is provided for the layer US$30 million part of US$55 million excess of US$175 million on an occurrence reported basis at a total premium of US$210,000. While we have summarized the endorsements below; please refer to the policy form and each endorsement for a complete description of coverage.

The following endorsements are attached to the Policy:

Endorsement No. 1 **Amendments to Form XL XS004**
This endorsement amends the XL XS004 Policy Form by deleting and replacing the aircraft exclusion and expanding the Efficacy, Loss of use exclusion that is defined in this endorsement to Article IV, Exclusions. Further, Commercial Aviation operations is added to the Definitions Article III and the Cancellation Condition L is deleted from Article VI, Conditions, and replaced as defined in this endorsement.

Endorsement No. 2 **Designation of Limit Endorsement**
This endorsement reaffirms that ACE will only pay one "limit" for the entirety of a loss, whether noticed as separate occurrences over several years or in conjunction with an Integrated Occurrence notice. Indeed, the endorsement prevents the insured from transferring "loss" paid by ACE on an Occurrence in one year into the "loss" attributable to an Integrated Occurrence noticed in a subsequent policy period. Any payment by ACE on the original Occurrence reduces the limit available to the insured for the Integrated Occurrence *and* erodes the aggregate limit available to the insured under the policy in which the original Occurrence was noticed.

Material contained herein and its forms of presentation are unique to Marsh. It is provided solely for internal use by our clients or prospective clients and any other use or distribution, without prior written approval by Marsh is prohibited. Marsh does not render tax or legal advice. You should consult your advisors regarding applicable tax or legal considerations.

MMC Marsh & McLennan Companies

Endorsement No. 3 **Incorporation of Schedules by Reference Endorsement**
This endorsement incorporates into the policy by reference certain schedules (as specified in the endorsement) submitted with the application.

Endorsement No. 4 **Known and Previously Notified Occurrence Exclusion Endorsement**
This endorsement excludes coverage for Occurrences and/or Claims/Potential Claims for which notice was given or deemed to have been given under any other policy prior to the Inception Date. This endorsement also excludes coverage for actual or alleged liability arising from any Occurrence of which any Executive Officer or any manager or equivalent-level employee in the Insured's Risk Management, Insurance or Law Department was aware prior to the Inception Date regardless of whether such person believed or expected such Occurrence would involve the policy.

Endorsement No. 5 **War and Terrorism Exclusion Endorsement**
This endorsement provides an "absolute" exclusion for liabilities arising from "War" and "Terrorism" as defined in the endorsement. Please review the endorsement carefully as it provides a detailed discussion of the specific acts which are excluded.

Endorsement No. 6 **Annual Aggregate Terrorism Sublimit Endorsement**
This endorsement now includes terrorism coverage in the policy and provides that the maximum annual aggregate sublimit with respect to any single act of Terrorism or any combination of such acts shall be $30,000,000. Such sublimit shall be included within and shall not increase the Annual Period limit in the aggregate for all covered Occurrences and claims set forth in Item 2(a), 2(b) and of the Declarations.

Endorsement No. 7 **Special Exclusionary Endorsement**
This endorsement excludes coverage for liabilities arising out of operations, risks, events or other matters involving *lead* or *silica*.

Endorsement No. 8 **Special Exclusionary Endorsement**
This endorsement excludes coverage for liabilities arising out of operations, risks, events or other matters involving *employment practices*.

Endorsement No. 9	**Amendment of Exclusion H. (1) Endorsement** This endorsement excludes coverage for "asbestos or any asbestos-containing materials".
Endorsement No. 10	**Amendment of Condition VI. L Cancellation (Minimum Earned Premium)** It is understood and agreed that in the event of cancellation of this Policy by or at the direction of the Named Insured, the Insurer shall retain a MINIMUM Earned Premium of thirty-five percent (35%) of the Annual Premium.
Endorsement No.11	**Fungi Exclusion Endorsement** This endorsement acts as an "absolute" exclusion for liability arising from "Fungi"as defined in the endorsement. Please read this endorsement carefully as it provides specific definitions of what is excluded.
Endorsement No. 12	**Non-Insured Endorsement** This endorsement specifies and lists the entity(ies) that are deemed not to fall within the definition of "Insured" under Section P, Article III of the policy except as to its interest as the Insured's parent company.
Endorsement No. 13	**Retroactive Coverage Endorsement** This endorsement details the retroactive coverage date(s) for the layer(s) set forth in the endorsement. The endorsement also acts as a "carve-out" from the retroactive coverage provided by the policy for occurrences (as scheduled in the endorsement) known by the insured as the effective date regardless of whether the insured was aware that such occurrence was likely to involve the policy.

We have reviewed the above referenced policy and endorsements and have found them to be issued in accordance with the terms and conditions negotiated at renewal and per the terms of ACE's binder of insurance. Please review the attached endorsements and advise Marsh following receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms.

We have also attached the instructions to be used in the event you wish to report a claim to ACE Bermuda Insurance Ltd.

Sincerely,

Andrew Moulder
Marsh Global Markets (Bermuda) Ltd.

cc. Harry Ellebrecht – Marsh , New York (w/attachments)

ARM/ow/Mail/NYP

NOTIFICATION OF CLAIMS
ACE BERMUDA INSURANCE LIMITED

Your policy is an occurrences-reported policy, which means that all occurrences must be reported to ACE's Claims Department during the policy period or, if purchased, the discovery period. The date notice is first given is the date for determination of the applicable limits, retentions, terms, conditions and exclusions of the policy. **It is critical to understand that ACE may deny a claim on late notice grounds if ACE's Claims Department does not receive the notification prior to the policy's expiration date.**

Your policy also contains strict reporting requirements for pollution claims. Notice of a pollution claim must be received by ACE before the time period specified by the policy lapses. The final day of that reporting period should be treated as a policy expiration date, when it comes to pollution claims, and the procedures set forth below should be followed for reporting such claims to ACE. We strongly suggest that you thoroughly read and understand the pollution claim notification requirements as ACE may deny claims that do not comply fully with those requirements.

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

All claims notifications should be mailed or faxed directly to:

ACE Bermuda Insurance Ltd.
Claims Department
17 Woodbourne Avenue
Hamilton HM 08
Bermuda
Fax: 441 292-2456

ACE will also accept email notification of claims to acebermudaclaimsnotices@ace.bm. With limited flights into Bermuda, you should be aware that overnight mail services do not guarantee delivery of letters and packages to Bermuda within twenty-four (24) hours. As such, to the extent your notification letter and supporting documentation is not too voluminous, we suggest that you fax the notification to the number set forth above and maintain a copy of the fax confirmation sheet for your records. To the extent your notification is too voluminous to fax, we suggest that you place your notification and any supporting documentation in overnight mail *at least* ninety-six (96) hours before the policy expires. We also suggest that, in addition to overnight delivery, you fax the notification letter and a list of the claims being noticed to ACE's Claims Department prior to policy expiration to provide evidence of your intent to provide notice to ACE within the policy period. This procedure is particularly critical where you are providing ACE with a bordereau of all known claims because the policy is about to expire and ACE is being moved up in or off of your insurance program (a procedure commonly known as "laundry listing"). You must understand that ACE reserves the right to deny a claim based on "late notice" in the event ACE receives the notice, listing of claims and/or the supporting documentation after the policy has expired.

Finally, we suggest that you copy Marsh Global Markets (Bermuda) Ltd's Claims & Coverage Practice Leader on any claim notices sent directly to ACE so that Marsh can assist you in the claims-handling process. Please provide a copy to our claims intake email box: Bermuda.Claims@marsh.com. Should you have any further questions regarding ACE's notification criteria, you may contact Marsh's Claims & Coverage Practice Leader at 441 299-8832 at:

Craig Appin House
8 Wesley Street
Hamilton HM 11, Bermuda
441 292 2091 (fax).

ace bermuda

Policy No. AWW-1274/4
Form XS004. 1/96

ACE BERMUDA INSURANCE LTD.

Producer:	Marsh Global Markets (Bermuda) Ltd.
In favor of:	Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.
Address:	1025 Laurel Oaks Road, Voorhees, NJ, 08043
Type of coverage:	EXCESS LIABILITY INDEMNITY POLICY
	In the amount as stated in Item 2 of the Declarations.
Term:	Beginning at 12:01 A.M. on the **1st** day of **January, 2007** with retroactive coverage, **as per Endorsement No. 13,** in each case, prevailing time at the address of the **Named Insured** and in accordance with terms and conditions of the form(s) attached.

PERIOD:	**January 1, 2007 – January 1, 2008**
GROSS PREMIUM:	**USD 210,000**
NET PREMIUM:	**USD 199,500**
COMMISSION:	**USD 10,500**

IN WITNESS WHEREOF, this Policy has been made, entered into and executed by the undersigned in Hamilton, Bermuda this **17th** day of **January 2008.**

By: **Stephen Hartwig**

Title: Vice President

Policy No. AWW-1274/4
Date: **January 17, 2007**

EXCESS LIABILITY INDEMNITY POLICY
DECLARATIONS

Item 1 **(a)** **Named Insured: Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

(b) Address of **Named Insured: 1025 Laurel Oaks Road, Voorhees, NJ, 08043**

Item 2 Limits of Liability:

(a)	Per **Occurrence** Limit	Per **Occurrence** Retention
	$30,000,000 part of $55,000,000	$175,000,000

(b) Term Aggregate: $30,000,000

Item 3 Policy **Inception Date:*** **January 1, 2007**

First **Annual Period** Expiration Date:* **January 1, 2008**

Item 4 Retroactive Coverage Date:* **As per Endorsement No. 13**

Item 5 Representative of **Named Insured:** Marsh Global Markets (Bermuda) Ltd.

* At 12:01 A.M. at the address of the **Named Insured** listed in Item 1(b) above.

Policy No. AWW-1274/4

EXCESS LIABILITY INDEMNITY POLICY
DECLARATIONS

Item 6 Currency: USD

(a) Premium: USD
(b) Claims: USD

Item 7 Premium: $210,000

Item 8 The **Company:** **ACE BERMUDA INSURANCE LTD**

(a) All Notices of **Occurrence:**

Claims Department
ACE Bermuda Insurance Ltd.
ACE Global Headquarters
17 Woodbourne Avenue
Hamilton HM 08, BERMUDA
Telecopier: (441) 292-2456
E-Mail: acebermudaclaimsnotices@ace.bm

(b) All other Notices:

Underwriting Department
ACE Bermuda Insurance Ltd.
ACE Global Headquarters
17 Woodbourne Avenue
Hamilton HM 08, BERMUDA
Telecopier: (441) 296-7796

Item 9 Application Date: **December 29, 2006**

TABLE OF CONTENTS

NOTICE: THIS TABLE OF CONTENTS IS FOR REFERENCE PURPOSES ONLY. IT IS NOT PART OF THE TERMS, CONDITIONS OR EXCLUSIONS OF THIS POLICY AND IS NOT INTENDED TO AFFECT THE MEANING OF SUCH TERMS, CONDITIONS OR EXCLUSIONS.

			Page
Article I	COVERAGE		1
Article II	LIMITS OF LIABILITY		1
Article III	DEFINITIONS		3
	A.	Advertising Liability	3
	B.	Aircraft	4
	C.	Annual Period	4
	D.	Automobile	4
	E.	Bodily Injury	4
	F.	Claim	4
	G.	Damages	4
	H.	Defense Costs	5
	I.	Discharge	5
	J.	Discovery Period	5
	K.	Executive Officer	5
	L.	(1) Nature of Expectation or Intent	5
		(2) Timing of Determination	6
		(3) Commercial Risk	6
	M.	Inception Date	7
	N.	Incidental Watercraft Use	7
	O.	Industrial Aid Aircraft Use	7
	P.	Insured	8
	Q.	Insured's Products	10
	R.	Integrated Occurrence	11
	S.	Joint Venture	11
	T.	Named Insured	11
	U.	Notice of Integrated Occurrence	11
	V.	Occurrence	11
	W.	Personal Injury	12
	X.	Policy Period	12
	Y.	Pollutant	12
	Z.	Product Pollution Liability	13

			Page
	AA.	Property Damage	13
	AB.	Retroactive Coverage Date	13
	AC.	Termination or Termination Date	13
	AD.	Ultimate Net Loss	14
	AE.	Waste	14
	AF.	Watercraft	14
Article IV	EXCLUSIONS		14
	A.	Prior to Inception or Retroactive Coverage Date	14
	B.	Workers' Compensation, Etc.	14
	C.	Professional Services	15
	D.	Owned Property; Care, Custody or Control, Etc.	15
	E.	Efficacy, Loss of Use, Etc.	15
	F.	Advertising	16
	G.	War	17
	H.	Toxic Substances	17
	I.	Aircraft	18
	J.	Watercraft	20
	K.	Pollution	20
	L.	Nuclear	21
	M.	Radioactive Contamination (Outside U.S.)	23
	N.	ERISA	24
	O.	Repetitive Stress	24
	P.	Securities, Antitrust, Etc.	25
Article V	NOTICE OF OCCURRENCE		26
	A.	Notice as Soon as Practicable	26
	B.	Permissive Notice	26
	C.	Permissive Notice of Integrated Occurrence	26
	D.	Manner of Notice	27
Article VI	CONDITIONS		27
	A.	Premium	27
	B.	Inspection	27
	C.	Cross Liability	27
	D.	Assistance and Cooperation	28
	E.	Appeals	28

		Page
F.	Loss Payable	29
G.	Representation	29
H.	Other Insurance	30
I.	Subrogation	30
J.	Changes	30
K.	Assignment	31
L.	Cancellation	31
M.	Currency	32
N.	Arbitration	32
O.	Law of Construction and Interpretation	34
P.	Liability of the Company	35
Q.	Policy Extension	35
R.	Reinstatement	35
S.	Discovery Period	37
T.	Former Subsidiaries, Affiliates And Associated Companies	38
U.	Notice	38
V.	Headings	38

Schedule D Coverage B Annual Premium Charge.

NOTICE

THIS IS A STAND-ALONE INDEMNITY POLICY WHICH IS NOT SUBJECT TO THE TERMS AND CONDITIONS OF ANY OTHER INSURANCE AND CONTAINS PROVISIONS WHICH MAY BE DIFFERENT FROM THOSE OF ANY OTHER INSURANCE. IT SHOULD BE READ CAREFULLY BY THE INSURED.

COVERAGE APPLIES, SUBJECT TO THE TERMS AND CONDITIONS AND EXCLUSIONS OF THE POLICY, ONLY IF NOTICE OF OCCURRENCE IS FIRST GIVEN TO THE COMPANY DURING THE POLICY PERIOD OR, IF PURCHASED, THE DISCOVERY PERIOD. THE DATE SUCH NOTICE IS FIRST GIVEN IS THE DATE FOR DETERMINATION OF THE APPLICABLE LIMITS, RETENTIONS, TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

THE COMPANY DOES NOT HAVE ANY DUTY TO DEFEND, DEFENSE COSTS COVERED BY THIS POLICY ARE INCLUDED WITHIN AND ARE NOT IN ADDITION TO THE LIMITS OF LIABILITY OF THIS POLICY.

THIS POLICY (INCLUDING ANY ENDORSEMENTS) IS ISSUED IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SET FORTH IN ITEM 7 OF THE DECLARATIONS AND IN RELIANCE UPON THE STATEMENTS IN THE APPLICATION AND SCHEDUES ATTACHED THERETO AND INCORPORATED THEREIN AND REFERRED TO IN ITEM 9 OF THE DECLARATIONS AND ANY RENEWAL APPLICATION(S) AND ANY SUPPLEMENTARY INFORMATION PERTAINING TO ANY SUCH APPLICATION, WHICH SHALL BE DEEMED INCORPORATED HEREIN.

INSURING AGREEMENTS

I COVERAGE

ACE Bermuda Insurance Ltd. (the "**Company**") shall, subject to the limitations, terms, conditions and exclusions below, indemnify the **Insured** for **Ultimate Net Loss** the **Insured** pays by reason of Liability:-

(a) imposed by law, or
(b) of a person or party who is not an **Insured** assumed by the **Insured** under contract or agreement,

for **Damages** on account of:

(i) Personal Injury
(ii) Property Damage
(iii) Advertising Liability

Encompassed by an **Occurrence**, provided:

COVERAGE A: notice of the **Occurrence** shall have been first given by the **Insured** in an **Annual Period** during the **Policy Period** in accordance with Article V of this Policy, or

COVERAGE B: notice of the **Occurrence** shall have been first given during the **Discovery Period** in accordance with Article V of this Policy, but only if the **Discovery Period** option has been elected in accordance with the provisions of this Policy.

II LIMITS OF LIABILITY

A. Regardless of the number of **Insureds** under this Policy, for each layer of coverage set forth in Item 2(a) of the Declarations the **Company** shall be liable only for that amount of **Ultimate Net Loss** for each **Occurrence** covered under this Policy which is in excess of the greater of:

(1) the amounts indicated as the limits (including, without limitation, any reinstatements thereof, where applicable) of the underlying insurances and any self-insured retentions listed, or which should have been listed, on the present or any prior Schedule B annexed to this Policy and any other underlying insurance, as to which the **Company** and the **Named Insured** expressly agree that the insurance provided by this Policy shall:

(a) be in excess in respect of such **Occurrences** or **Claims** and **Ultimate Net Loss** as are covered by said underlying insurances (it being understood that this Policy shall in no way be subject to, or affected by, the terms, conditions or exclusions of said underlying insurances), and

(b) apply only as if such underlying insurances were fully available and collectable (except to the extent that any aggregate limits thereof are reduced or exhausted by actual payment of claims) for all occurrences or claims covered thereunder,

or

(2) the per **Occurrence** retention amount listed in Item 2 of the Declarations (which may be satisfied only by **Ultimate Net Loss** as defined herein).

And then only up to the per **Occurrence** limit of liability stated in Item 2(a) of the Declarations in respect of such layer for each **Occurrence** covered hereunder, and further subject to the aggregate limit of liability stated in Item 2(b) of the Declarations for all layers for all **Occurrences** covered hereunder of which notice is first given during each **Annual Period** (or during **Discovery Period** with respect to the immediately preceding **Annual Period** or portion thereof); provided, however, that for all **Insureds** the applicable aggregate limit of liability, per **Occurrence** limit of liability, per **Occurrence** retention, and the terms, conditions and exclusions of coverage shall be determined under the Policy as in effect at the time notice of the **Occurrence** or **Notice of Integrated Occurrence** for which coverage is asserted is first given pursuant to Article V of this Policy by any **Insured**. This Policy shall not be subject to or follow the form of any underlying insurances but shall apply in accordance with its own terms, conditions and exclusions.

B. All **Personal Injury** or **Property Damage** covered hereunder encompassed by an **Integrated Occurrence** shall be added together and treated as included within one **Occurrence**. If notice of an **Occurrence** (which was not a **Notice of Integrated Occurrence**) was given during a prior **Annual Period**, and if **Personal Injury** or **Property Damage** which is included in such **Occurrence** is included in an **Integrated Occurrence** of which **Notice of Integrated Occurrence** is first given during a subsequent **Annual Period**, all **Ultimate Net Loss** arising from such earlier notified **Occurrence** shall be included in the **Ultimate Net Loss** arising from such **Integrated Occurrence**. Any payments of **Ultimate Net Loss** on account of such earlier notified **Occurrence** shall be deemed to have been made under the **Annual Period** in which the **Company** received such **Notice of Integrated Occurrence**. The erosion of the applicable limits of liability in the respective **Annual Periods** of this Policy shall be adjusted to reflect such transfer of **Ultimate Net Loss** payments from the prior **Annual Period** to the **Annual Period** in which Notice of Integrated **Occurrence** was first given.

C. (1) As regards any liability of an **Insured** which arises in any manner whatsoever out of operations of the existence of any **Joint Venture** in which such **Insured** has an interest, the liability of the **Company** under this Policy in each layer shall be limited to the product of (i) the percentage interest of the **Insured** in such liability of such **Joint Venture** (whether direct or by virtue of the insolvency of others interested in such **Joint Venture**) and (ii) the total limit of liability insurance afforded such **Insured** for such layer by this Policy.

(2) It is further understood and agreed that in circumstances where paragraph (1) applies to limit the liability of the **Company** under this Policy, the **Company** shall be liable for each layer in respect of the liability of the **Insured** in excess of the greater of:

(a) the product of the per **Occurrence** retention amount specified in Item 2 of the Declarations for such layer and the percentage interest of the **Insured** in such liability of such **Joint Venture** as determined pursuant to paragraph (1), or

(b) the limits of the underlying insurance(s) (as reduced by general provisions relating to **Joint Ventures**, if applicable).

(3) It is further understood and agreed that paragraphs (1) and (2) of this Section C shall not apply if:

(i) the **Insured** has sole responsibility for the **Joint Venture**, or

(ii) the **Insured** is obligated to provide insurance for the **Joint Venture** in its entirety such as is afforded by this Policy.

D. The inclusion or addition hereunder of more than one **Insured** shall not operate to increase the **Company's** limits of liability beyond those set forth herein.

III DEFINITIONS

A. **"Advertising Liability"** means liability for **Damages** on account of:

(1) libel, slander or defamation,

(2) any infringement of copyright or of title or of slogan,

(3) piracy or misappropriation of ideas under an implied contract, or

(4) any invasion of right of privacy,

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the **Insured's** advertising activities.

B. **"Aircraft"** means any aircraft, missile or spacecraft.

C. **"Annual Period"** means:

(1) with respect to the first **Annual Period**, the period commencing at the **Inception Date** and expiring on the First **Annual Period** Expiration Date set forth in Item 3 of the Declarations;

(2) with respects to any subsequent **Annual Period** in Coverage A, the one year (1) year period commencing at the First **Annual Period** Expiration Date or each anniversary thereof; or

(3) with respect to Coverage B, the one (1) year period commencing at the expiration of Coverage A or each anniversary date and time of such expiration.

D. **"Automobile"** means a land motor vehicle, trailer or semi-trailer.

E. **"Bodily Injury"** means physical injury to the body of a person including death at any time resulting therefrom.

F. **"Claim"** means an oral or written demand against an **Insured** for **Damages** and includes the threat or initiation of any suit or arbitration proceeding or a request for a tolling agreement.

G. **"Damages"** means all forms of compensatory damages, monetary damages and statutory damages, punitive or exemplary damages and costs of compliance with equitable relief, other than governmental (civil or criminal) fines or penalties, which the **Insured** shall be obligated to pay by reason of judgment or settlement for liability on account of **Personal Injury, Property Damage** and/or **Advertising Liability** covered by this Policy, and shall include **Defense Costs**.

H. **"Defense Costs"** means reasonable legal costs and other expenses incurred by or on behalf of the **Insured** in connection with the defense of any actual or anticipated **Claim**, including attorneys' fees and disbursements, law costs, premiums on attachment or appeal bonds, pre-judgment and post-judgment interest, expenses for experts and for investigation, adjustment, appraisal and settlement, excluding the salaries, wages and benefits of the **Insured's** employees and the **Insured's** administrative expenses.

I. **"Discharge"** means discharge, emission, dispersal, migration, release or escape (or any series of such of a similar nature at the same site) but does not include any discharge, emission, dispersal, migration, release or escape to the extent that the **Pollutants** involved remain confined within the building or other man-made structure in which they initially were located.

J. **"Discovery Period"** means the period, if applicable, commencing upon the **Termination Date** of Coverage A of this Policy and ending on the earlier of expiration of the last **Annual Period** for which Coverage B is elected as provided in Condition S hereof or the effectiveness of cancellation pursuant to Condition L hereof.

K. **"Executive Officer"** means the Chairman of the Board, Chief Executive, Operating, Financial and Administrative Officers, Managing Director, and any Vice President (including, without limitation, Executive and Senior levels) and any manager in the Risk Management or Law Department of the **Named Insured** or, if the **Named Insured** is not the principal operating company insured hereunder, of the **Insured** which is the principal operating company; if any of such designations are not applicable, the equivalent level personnel shall be substituted.

L. (1) **Nature of Expectation or Intent**

Personal Injury, Property Damage or **Advertising Liability** shall **be "Expected or Intended"** where:

(a) actual or alleged **Personal Injury, Property Damage** or **Advertising Liability** is expected or intended by an **Insured**.

(b) as respects an **Integrated Occurrence**, an **Insured** has historically experienced a level or rate of actual or alleged **Personal Injury** or **Property Damage**: or

(c) as respects an **Integrated Occurrence** an **Insured** expects or intends a level or rate of actual or alleged **Personal Injury** or **Property Damage** (irrespective of whether or not the **Insured** expects or intends **Personal Injury** to any specific individual or **Property Damage** to any specific property);

provided, however, that in the case of subparagraph (b) and/or (c) above, if actual or alleged **Personal Injury** or **Property Damage** fundamentally different in nature or at a level or rate vastly greater in order of magnitude occurs, all such actual or alleged fundamentally different or vastly greater **Personal Injury** or **Property Damage** shall not be deemed "**Expected** or **Intended**" (subject to paragraph 3 below).

(2) **Timing of Determination**

"**Expected** or **Intended**" is determined with reference to what is **Expected** or **Intended** (as set forth in paragraph 1 above):

(a) at the time of any action (or inaction) by any person so acting (or failing to act) on behalf of an **Insured** (including, without limitation, the sale by an **Insured** of any **Insured's Products**) concerning the consequences thereof; the expectation or intent of any individual person shall be attributed to an entity **Insured** only if and to the extent that such person is acting (or failing to act) within the scope of their duties on behalf of such entity,

(b) at the **Inception Date** by an **Executive Officer**, and/or

(c) as respects any liability of a person or party who is not an **Insured** assumed by an **Insured** under a contract or agreement, by an **Insured** at the time of such assumption.

(3) **Commercial Risk**

As respects any **Integrated Occurrence** arising out of the **Insured's Products**, actual or alleged **Personal Injury** or **Property Damage** similar to, and not vastly greater in order of magnitude than, that included in such **Integrated Occurrence** arising out of sales, if any, of such products by the **Insured** after the date of the **Notice of Integrated Occurrence** shall be deemed **Expected** or **Intended**. No inference shall be drawn from the giving of a **Notice of Integrated Occurrence** or from this paragraph (3) that actual or alleged **Personal Injury** or **Property Damage** arising out of sales of such products by the **Insured** prior to the date of such **Notice of Integrated Occurrence** either was or was not **Expected** or **Intended**.

M. **"Inception Date"** means the date set forth in Item 3 of the Declarations; provided, however that with respect to any **Insured** which becomes an **Insured** subsequent to the **Inception Date**, the **Inception Date** for that **Insured** shall be the date such person or entity became an **Insured** under this Policy or such other date as may be agreed in writing between the **Named Insured** and the **Company**; provided further that as respects any layer of coverage not set forth in Item 2(a) of the original Declarations which is added by Endorsement, the **Inception Date** shall be effective date of such Endorsement unless otherwise agreed in writing between the **Named Insured** and the **Company.**

N. **"Incidental Watercraft Use"** means use by the **Insured** of any owned, leased or chartered **Watercraft** less than 75 feet in length but shall not include:

(1) use of **Watercraft** for the commercial carriage for a fee of passengers or cargo for parties other than the **Insured** in exchange for a fee;

(2) use of **Watercraft** in connection with the commercial provision of marine services to others for a fee;

(3) use of any **Watercraft** held in inventory or otherwise for lease or charter to another person by an **Insured** in the business of lease or charter of **Watercraft**; or

(4) use of **Watercraft** owned by a party other than the **Insured** which is being serviced, maintained, fueled, or tested or otherwise is in the temporary care, custody or control of the **Insured** in connection with any business operations of the **Insured** relating to **Watercraft** servicing, maintenance, fueling, testing, storage or associated or similar matters.

O. **"Industrial Aid Aircraft Use"** means use by the **Insured** of any owned, non-owned, leased or chartered **Aircraft** principally for the transportation of officers and employees of the **Insured** and invited guests having a seating capacity (exclusive of cockpit crew but inclusive of cabin crew) of no more than 20 persons (whether or not all such seats are occupied) but shall not include:

(1) use of any **Aircraft** for any commercial or charter passenger and/or cargo airline, any other **Aircraft** charter operation, any flight school or aviation training business or any other operations by which the **Insured** for compensation (other than cost

reimbursement) makes available **Aircraft** owned, operated or used by it or aviation transportation services to others;

(2) use of any **Aircraft** held in inventory or otherwise for sale, lease or delivery to another person by an **Insured** in the business of manufacture, sale, lease or charter of **Aircraft**;

(3) use of **Aircraft** for product testing or demonstration purposes;

(4) use of **Aircraft** owned by a party other than the **Insured** which is being serviced, maintained, fueled or tested or otherwise is in the temporary care, custody or control of the **Insured** in connection with any business operations of the **Insured** relating to **Aircraft** servicing, maintenance, fueling, testing, storage or associated or similar matters; or

(5) use of any **Aircraft** giving rise to liability of the **Insured** arising out of the **Insured's Products.**

P. The **"Insured"** means, except as specifically stated otherwise in this Policy, all **Insureds** as defined below:

(1) the **Named Insured** and, if the **Named Insured** is designated in Item 1(a) of the Declarations as a partnership or **Joint Venture**, the partnership or **Joint Venture** so designated and each partner or member thereof but only with respects to his or its liability as such;

(2) (a) any subsidiary or affiliate of the **Named Insured** for any **Annual Period** whose accounts as of the date of the financial statements of the **Named Insured** submitted to the **Company** most recently prior to the rating of the premium for such **Annual Period** (i) are consolidated in the financial statements of the **Named Insured** in accordance with generally accepted accounting principles in the United States of America, or (ii) were eligible for such consolidation (or in the case of a non-United States **Named Insured** would have been consolidated or eligible for consolidation if United States generally accepted accounting principles applied) and whose financial statements were submitted to the **Company** with such financial statements of the **Named Insured** as of such date;

(b) any subsidiary, affiliate or associated company of the **Named Insured** listed on Schedule A hereto;

(3) any present or former officer, director, stockholder or employee of any person or entity named in paragraph (1) or (2) above or (6) below, but only while acting within the scope of his or her duties as such, and any person or organization with respect to liability for providing real estate management for any such person or entity named in paragraph (1) or (2) above or (6) below;

(4) any person, organization, trustee or estate to whom any person or entity named in paragraph (1) or (2) above or (6) below is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only to the extent of such obligation and only in respect of operations (other than commercial insurance operations) by or on behalf of such person or entity named in paragraph (1) or (2) above or (6) below or of facilities owned or used by such person or entity named in paragraph (1) or (2) above or (6) below;

(5) with respect to any **Automobile** owned by any person or entity named in paragraph (1), (2) or (3) above or (6) below or hired for use on behalf of any such person or entity, any person or organization legally responsible for the use thereof, provided the actual use of the **Automobile** is with the permission of such person or entity;

(6) any **Joint Venture** in which any entity listed in paragraph (1) or (2) above has an interest, but only if:

(a) the **Insured** has sole responsibility for the **Joint Venture**, or

(b) the **Insured** is obligated to provide insurance for the **Joint Venture** in its entirety such as is afforded by this Policy.

(7) It is agreed automatically to include as an **Insured** without listing on Schedule A hereto or adjustment of premium under this policy for any **Annual Period** any entity acquired or formed by or merged with an **Insured** (a "Potential Additional Insured") during such **Annual Period** provided that:

(a) the fair value of the sum of all cash, securities, assumed indebtedness and other consideration, expended by all **Insureds** for any such acquisition, formation or merger or any series of interrelated acquisitions, formations or mergers does not exceed 5% of the total assets of the **Named Insured** and its consolidated

subsidiaries and affiliates as most recently reported to the **Company** for rating purposes prior to such **Annual Period.**

(b) the incremental annual gross revenues attributable to such acquisition, formation or merger or series of interrelated acquisitions, formations or mergers do not exceed 5% of the total annual gross revenues of the **Named Insured** and its consolidated subsidiaries and affiliates as most recently reported to the **Company** for rating purposes prior to such **Annual Period**; and

(c) neither the operations of the Potential Additional Insured prior to such acquisition, formation or merger of any series of interrelated acquisitions, formations or mergers nor the resultant combined or consolidated operations of the **Insured** and the Potential Additional Insured subsequent to such acquisition, formation or merger or any series of interrelated acquisitions, formations or mergers are materially different from those of such **Insured** prior to such acquisition, formation or merger or series of interrelated acquisitions, formations or mergers.

Unless notice to the **Company** shall have been given and additional premium, if any, shall have been paid in respect of any acquisition, formation or merger (or series thereof) not meeting the criteria set forth herein, such Potential Additional Insured shall not be an **Insured** hereunder, and liability assumed by an **Insured** in connection with such acquisition, formation or merger (or series thereof) shall not be indemnified hereunder.

With respects to any **Occurrence** giving rise to liability of any Potential Additional Insured that qualifies as an **Insured** hereunder, the **Inception Date** shall be the date of merger with or acquisition or formation of the Potential Additional Insured by an **Insured** or such other date as may be agree in writing between the **Named Insured** and the **Company**. If during any **Annual Period** an **Insured** acquires a business, division or other operations by asset acquisition, such asset acquisition shall be considered an acquisition of an entity for purposes of this paragraph (7).

Q. **"Insured's Products"** means goods or products manufactured, sold, tested, handled or distributed by the Insured or others trading under its name, or tools, uninstalled equipment or abandoned or unused materials that were the subject of completed operations performed for others by the **Insured.**

R. **"Integrated Occurrence"** means an **Occurrence** encompassing actual or alleged **Personal Injury, Property Damage** and/or **Advertising Liability** to two or more persons or properties which commences over a period longer than thirty (30) consecutive days which is attributable directly, indirectly or allegedly to the same actual or alleged event, condition, cause, defect, hazard and/or failure to warn of such; provided, however that such **Occurrence** must be identified in a notice pursuant to Section C of Article V as an **"Integrated Occurrence"** and is subject to all provisions of paragraph (1) and (2) of Definition V.

S. **"Joint Venture"** means any joint venture, co-venture, joint lease, joint operating agreement or partnership, which in each case is neither incorporated nor otherwise affords limited liability to an **Insured** having an interest therein.

T. **"Named Insured"** means the entity first named in Item 1(a) of the Declarations.

U. **"Notice of Integrated Occurrence"** means a notice pursuant to Definition R, given in accordance with the provisions of Article V, Sections C and D.

V. (1) An **"Occurrence"** exists if, and only if:

(a) except with respect to actual or alleged **Personal Injury** or **Property Damage** arising from the **Insured's Products**, there is an event or continuous, intermittent or repeated exposure to conditions which event or conditions commence on or subsequent to the **Inception Date**, or the **Retroactive Coverage Date**, if applicable, and before the **Termination Date** of Coverage A, and which cause actual or alleged **Personal Injury, Property Damage** or **Advertising Liability**.

(b) actual or alleged **Personal Injury** to any individual person, or actual or alleged **Property Damage** to any specific property, arising from the **Insured's Products** takes place on or subsequent to the **Inception Date**, or the **Retroactive Coverage Date**, if applicable, and before the **Termination Date** of Coverage A.

(2) Except as provided in paragraph (3) below, where an **Occurrence** exists and a series of and/or several actual or alleged **Personal Injuries, Property Damage** and/or **Advertising Liability** occur which are attributable directly, indirectly or allegedly to the same actual or alleged event, condition, cause, defect, hazard and/or failure to warn of such, all such actual or alleged **Personal Injuries, Property Damages** and/or

Advertising Liabilities shall be added together and treated as encompassed by one **Occurrence** irrespective of the period (but without limiting the effect of Exclusion IV.A) or area over which the actual or alleged **Personal Injuries, Property Damages** and/or **Advertising Liabilities** occur or the number of such actual or alleged **Personal Injuries, Property Damages** and/or **Advertising Liabilities**; provided, however, that any actual or alleged **Personal Injury, Property Damage** or **Advertising Liability** which is **Expected** or **Intended** by any **Insured** shall not be included in any **Occurrence**. So far as **Personal Injuries, Property Damages** and/or **Advertising Liabilities** resulting or alleged to result from the design, formulation, manufacture, distribution, use, operation, maintenance and/or repair of an **Insured's Product** and/or the failure to warn as to the use, operation, maintenance and/or repair of an **Insured's Product**, the term "the same actual or alleged event, condition, cause, defect, hazard and/or failure to warn of such" means any such design, formulation, manufacture, distribution, use, operation, maintenance, repair and/or failure to warn, as the case may be, as to which such losses, injuries or damages are directly, indirectly or allegedly attributable. As respects **Advertising Liability**, multiple or repeated broadcasts or publications of the same or similar materials shall constitute "the same actual or alleged event, condition, cause or defect".

(3) Notwithstanding paragraphs (1) and (2) above, if an **Occurrence** is not identified in the notice thereof as an **"Integrated Occurrence,"** then actual or alleged **Personal Injury** to each person, **Property Damage** to each piece of property and/or **Advertising Liability** which commences at any time shall be deemed to be encompassed within a separate **Occurrence** from which **Personal injury** to any other person, **Property Damage** to any other piece of property and/or **Advertising Liability** which commences more than thirty (30) days prior or later thereto is encompassed.

W. **"Personal Injury"** means **Bodily Injury**, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation, and libel, slander or defamation of character or invasion of rights of privacy.

X. **"Policy Period"** means the period commencing with the **Inception Date** and ending with the **Termination Date** of Coverage A.

Y. **"Pollutant"** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **Waste**.

Z. **"Product Pollution Liability"** means liability or alleged liability for **Personal Injury** or **Property Damage** arising out of the end-use of the **Insured's Products**, if such use occurs after possession of such goods or products has been relinquished to others by the **Insured** or by others trading under its name and if such use occurs away from the premises owned, rented or controlled by the **Insured**; such goods or products shall be deemed to include any container thereof other than an **Automobile**, **Watercraft** or **Aircraft**.

AA. **"Property Damage"** means:

(1) physical damage to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom;

(2) loss of use of tangible property which has not been physically damaged or destroyed arising from physical damage to or destruction of other tangible property; or

(3) losses consequent upon evacuation arising from actual or threatened **Bodily Injury** or destruction of tangible property.

AB. **"Retroactive Coverage Date"** means the date, if any, set forth in Item 4 of the Declarations; provided, however, that with respect to coverage for any **Insured** which becomes an **Insured** subsequent to the **Inception Date**, the **Retroactive Coverage Date** shall be the date such person or entity became an **Insured** under this Policy or such other date as may be endorsed on to this Policy in writing; provided further that as respects any layer of coverage not set forth in Item 2(a) of the original Declarations which is added by Endorsement, the **Retroactive Coverage Date** shall be effective date of such Endorsement unless otherwise agreed in writing between the **Named Insured** and the **Company**.

AC. **"Termination"** or **"Termination Date"** means:

(1) for Coverage A, the earlier of the effective cancellation date of this Policy pursuant to Condition L or the end of an **Annual Period** if Coverage A is not extended pursuant to Condition Q;

(2) for Coverage B, the end of the **Discovery Period**.

AD. **"Ultimate Net Loss"** means the total sum which the **Insured** shall become obligated to pay for **Damages** on account of **Personal Injury**, **Property Damage** and/or **Advertising Liability** which is, and/or but for the amount thereof would be, covered under this Policy less any salvages or recoveries.

AE. **"Waste"** means all waste and includes, without limitation, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

AF. **"Watercraft"** means any ship or vessel of whatever type, including, but not limited to, cargo vessels, passenger vessels, other vessels used for transport, towboats and barges, vessels used in the construction of pipelines, platforms or other facilities, storage vessels, tanker vessels, drill ships, drilling rigs and barges (including, without limitation, submersible drill rigs and barges, semi-submersible drill rigs and barges and self-elevating drill rigs and barges) and all other vessels of whatever nature and description, all whether or not self-propelled. **Watercraft** shall not include an offshore oil or gas platform secured in place for drilling or producing operations.

IV EXCLUSIONS

This Policy does not apply to actual or alleged:-

A. PRIOR TO INCEPTION OR RETROACTIVE COVERAGE DATE

Personal Injury to any individual person, **Property Damage** to any specific property or **Advertising Liability** which takes place prior to the **Inception Date** or, if applicable, the **Retroactive Coverage Date**.

B. WORKERS' COMPENSATION, ETC.

Liability in respect of any obligation for which the **Insured** or any company as its insurer may be liable under any workers' compensation, unemployment compensation or disability benefits law; provided, however, that this Exclusion B does not apply to liability of others assumed by the **Insured** under contract or agreement or to liability arising under the Federal Employers Liability Act, the Jones Act or, in the case of any **Insured** which is an authorized self-insured, the Longshoremen's and Harbor Workers' Compensation Act.

C. PROFESSIONAL SERVICES

Liability for **Property Damage** arising out of any act, error or omission in the rendering of professional services, other than architectural and engineering services (which are nonetheless subject to the other exclusions herein, including, without limitation, Exclusion E below), including but not limited to, the rendering of legal, accounting, data processing, consulting, or investment advisory services.

D. OWNED PROPERTY; CARE, CUSTODY OR CONTROL, ETC.

Property Damage to:

(1) property owned or occupied by or rented to any **Insured**;

(2) property loaned to any **Insured**;

(3) property in the care, custody or control of any **Insured**; or

(4) that particular part of real property or fixtures on which any **Insured** or any contractors or sub-contractors working directly or indirectly on behalf of any **Insured** are performing operations; if such **Property Damage** arises out of such operations;

provided, however, that paragraph (2), (3) and (4) of this Exclusion D do not apply to liability assumed under a railway sidetrack agreement; provided further that paragraphs (1) and (3) of this Exclusion D do not apply as respects damage to property of any **Insured** which is an **Insured** solely by virtue of paragraph (4) of Definition P where such property is not owned or occupied by, rented to, or in the care, custody or control of any **Insured** which is an **Insured** other than by virtue of paragraph (4) of Definition P.

E. EFFICACY, LOSS OF USE, ETC.

Liability of the **Insured**:

(1) arising out of the failure of any **Insured's Products** or of work, including architectural or engineering services, by or on behalf of any **Insured** to meet any warranty or representation by any **Insured** as to the level of performance, quality, fitness or durability or to perform their function or serve their purpose, to the extent that such liability is for the diminished value or utility of any **Insured's Products** or work by or on behalf of any **Insured**;

(2) without limiting paragraph (1) of this Exclusion E, in respect of **Property Damage** to any **Insured's Products** or of work, including, without limitation, architectural or engineering services, performed by or on behalf of any **Insured**, if such **Property Damage** arises out of any portion of such products or work, or out of materials, parts or equipment furnished in connection therewith;

(3) for the costs incurred for the withdrawal, inspection, repair, recall, return, replacement or disposal of any **Insured's Products** or work, including, without limitation, architectural or engineering services, or, in connection with any of the foregoing, loss of use thereof; provided, however, that this paragraph (3) shall not apply in respect of costs incurred for the withdrawal, inspection, repair, recall, return, replacement or disposal of products or work of a party other than an **Insured** of which the **Insured's Products** or work forms a part; or

(4) in respect of decline of value of real or personal property to the extent such decline in value is attributable not to physical damage or destruction thereof but to proximity to continuing operations, activities or equipment which limit the usage of such property or make occupation of such property by people less feasible or desirable.

F. ADVERTISING

Advertising Liability arising out of:

(1) breach of contract, but this paragraph (1) shall not exclude liability for unauthorized misappropriation or advertising ideas based upon breach or alleged breach of an implied contract;

(2) infringement of registered trademarks, service marks or trade name by use thereof, but this paragraph (2) shall not apply to titles or slogans;

(3) the failure of goods, products or services to conform with advertised quality or performance;

(4) the wrong description of the price of goods, products or services; or

(5) advertising activities on behalf of a party other than an **Insured** by an **Insured** engaged in the business of advertising.

G. WAR

Personal Injury, **Property Damage** or **Advertising Liability** directly or indirectly occasioned by, happening through or in consequence of war, invasion, hostile action of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any governmental or public or local authority; provided, however, that this Exclusion G shall not apply to **Personal Injury**, **Property Damage** or **Advertising Liability**:

(1) taking place in and caused by the foregoing events in the land area of the united States of America, its territories or possessions, Puerto Rico or Canada; or

(2) caused by any act or acts committed by one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes where (a) such person or persons are not acting on behalf of a government, governmental authority or other power (usurped or otherwise) which exercises de facto jurisdiction over part or all of the populated land area of the country in which the **Personal Injury** or **Property Damage** takes place; and (b) if such person or persons are acting as an agent or agents of any government recognized de jure by a majority of Belgium, Canada, France, Germany, Japan, the United Kingdom and the United States, such person or persons are acting secretly and not in connection with the operation of regular military or naval armed forces in the country where the **Personal Injury** or **Property Damage** takes place.

H. TOXIC SUBSTANCES

Personal Injury, **Property Damage** or **Advertising Liability** arising out of the manufacture, distribution, sale, installation, removal, utilization, ingestion or inhalation of, or exposure to or existence of, as the case may be:

(1) asbestos or any asbestos-containing materials; provided, however, that this Exclusion H shall not apply to **Property Damage** arising out of asbestos not contained in the **Insured's Products** as a result of explosion, hostile fire or lightning;

(2) tobacco or any tobacco products (or ingredients of, or used in the manufacture or production of, such products);

(3) 2,3,7,8-TCCD (2,3,7,8-tetrachlorodibenzo-p-dioxin);

(4) asbestiform talc;

(5) diethylstilbestrol ("DES");

(6) any intra-uterine device ("IUD");

(7) any product containing silicone which is in any form implanted or injected in the body;

provided, however, that this Exclusion H shall not apply to actual or alleged **Personal Injury** or **Property Damage** where such **Personal Injury** or **Property Damage** is not related to the asbestos, tobacco (or other consumed portion of a tobacco product), 2,3,7,8-TCCD, asbestiform talc, DES, IUD or silicone content of goods, materials or products or completed operations. The listing of materials herein shall not give rise to an inference that **Personal Injury, Property Damage** or **Advertising Liability** attributable to other materials was neither **Expected** nor **Intended** by the **Insured**.

I. AIRCRAFT

Liability arising out of the design, manufacture, construction, maintenance, service, use or operation of any **Aircraft** or any component part or equipment thereof or any other **Aircraft** navigational or related equipment or service, including, without limitation, liability arising from a crash or hijacking; provided, however, that this Exclusion I shall not apply to any liability or alleged liability in respect of:

(1) **Aircraft** fueling and related operations with respect to **Personal Injury** or **Property Damage** occurring at the time of such operations i.e., while the **Aircraft** involved is on the ground and motionless;

(2) liability in respect of any item of goods intended to be a component part of an **Aircraft** or **Aircraft** equipment where such part or equipment has not yet been incorporated into any **Aircraft** (other than an incomplete **Aircraft** which is in the process of initial manufacture at an indoor premises and which has never been used for self-propelled movement either on the ground or in the air) and such liability and the **Personal Injury, Property Damage** or **Advertising Liability** giving rise thereto do not arise directly or indirectly out of a crash, hijacking or other circumstance in connection with the operation of any **Aircraft**;

(3) liability in connection with manufacturing and associated operations in respect of **Aircraft** or any component part thereof or any **Aircraft** equipment where all **Personal Injury** and **Property Damage** giving rise to such liability take place at a manufacturing, storage or associated premises on the ground (or in connection with on the ground transportation by other than an **Aircraft**) and such liability and the **Personal Injury**, **Property Damage** or **Advertising Liability** giving rise thereto do not arise directly or indirectly out of a crash, hijacking or other circumstance in connection with the operations of any **Aircraft**.

(4) the **Insured's Products** which consists of or are incorporated into cabin furnishings, food service equipment or other materials or equipment used in the interior of an **Aircraft** which are not necessary or integrally related to flight, take-off, landing or navigation of the **Aircraft**.

(5) the **Insured's Products** which are of a type and grade sold principally for purposed other than use in **Aircraft** or aviation which are incorporated into **Aircraft** hulls or components or aviation related equipment (e.g. microchips used principally in personal computers which also are used in flight computers or a grade of aluminum ingot suitable for a broad range of commercial uses which is used in an **Aircraft** wing);

(6) liability for physical **Property Damage** to third parties or **Personal Injury** arising out of or allegedly arising out of **Industrial Aid Aircraft Use**, but in respect of any **Occurrence** arising out of **Industrial Aid Aircraft Use** the per **Occurrence** retention amount shall be the greater of the amount set forth in Item 2(a) of the Declarations or US$100,000,000. "Physical **Property Damage** to third parties" shall include only physical damage to other **Aircraft** or to tangible property on the ground occurring upon the physical impact of the **Aircraft** owned, leased or chartered by the **Insured** or the debris thereof with such other **Aircraft** or property on the ground (as well as associated debris removal) and shall not include, without limitation, **Property Damage** to the hull or any portion of the **Aircraft**, owned, used, leased or chartered by the **Insured** or to its cargo or other contents; or

(7) liability of an **Insured** in its capacity as architect, engineer, construction contractor, owner, lessee, operator or occupant of, or party otherwise having responsibility for, any building or other ground-based fixed structure or **Watercraft** with which an **Aircraft** collides.

J. WATERCRAFT

Liability arising out of the design, construction, maintenance, sale, manning, ownership or operation of any **Watercraft**, but this Exclusion J shall not apply to:

(1) **Watercraft** or risks listed on Schedule C hereto and any additional **Watercraft** acquired in the ordinary course of business during the **Policy Period** which are of a similar type and use as the **Watercraft** listed on Schedule C; provided, however that the aggregate gross tonnage of all such additional **Watercraft** shall not exceed 20% of the gross tonnage of **Watercraft** listed on Schedule C.

(2) loading or unloading of any **Watercraft** at premises owned, leased or controlled by the **Insured**;

(3) liability for any **Personal Injury** or **Property Damage** to third parties arising out of or allegedly arising out of **Incidental Watercraft Use** (provided that damage to the hull or any portion, component or equipment of the **Watercraft** owned, leased or chartered by the **Insured** or to its cargo contents shall not constitute **Property Damage** to third parties);

(4) liability for **Personal Injury, Property Damage** or **Advertising Liability** arising out of the design, construction, maintenance or sale by the **Insured** of any **Watercraft** any less than 75 feet in length; or

(5) **Personal Injury, Property Damage** or **Advertising Liability** arising out of or alleged to arise out of design, manufacture, maintenance or sale by the **Insured** of any component part or equipment of any **Watercraft**.

K. POLLUTION

(1) (a) liability for **Personal Injury, Property Damage** or **Advertising Liability** arising out of the **Discharge** of **Pollutants** into or upon land or real estate, the atmosphere, or any watercourse or body of water whether above or below ground or otherwise into the environment; or

(b) liability, loss, cost or expense of any **Insured** or others arising out of any direction or request, whether governmental or otherwise, that any **Insured** or other test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

This Exclusion K applies whether or not such **Discharge** of such **Pollutants**:

(i) results from the **Insured's** activities or the activities of any other person or entity;
(ii) is sudden, gradual, accidental, unexpected or unintended; or
(iii) arises out of or relates to industrial operations or the **Waste** or by-products thereof.

(2) Paragraph (1) of this Exclusion K does not apply to:

(a) **Product Pollution Liability**; or

(b) (i) liability of the **Insured** for **Personal Injury** or **Property Damage** caused by an intentional **Discharge** of **Pollutants** solely for the purpose of mitigating or avoiding **Personal Injury** or **Property Damage** which would be covered by this Policy; or

(ii) liability of the **Insured** for **Personal Injury** or **Property Damage** caused by a **Discharge** of **Pollutants** which is not **Expected** or **Intended,** but only if the **Insured** becomes aware of the commencement of such **Discharge** within seven (7) days of such commencement;

provided that the **Insured** gives the **Company** written notice in accordance with Section D of Article V of this Policy of such commencement of the **Discharge** under Subparagraphs (2)(b)(i) or (ii) of this Exclusion K within forty (40) days of such commencement. Such notice must be provided irrespective of whether notice as soon as practicable otherwise would be required pursuant to Section A of Article V of this Policy.

L. NUCLEAR

Liability for:

(1) **Personal Injury, Property Damage** or **Advertising Liability** in the United States, its territories or possessions, Puerto Rico or the Canal Zone (A) with respect to which an **Insured** under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured

under any such policy but for its termination upon exhaustion of its limits of liability of (B) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is or, had this Policy not been issued, would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization.

(2) medical or surgical relief of expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization in the United States, its territories or possessions, Puerto Rico or the Canal Zone;

(3) injury, sickness, disease, death or destruction resulting from hazardous properties of nuclear material, if;

(a) the nuclear material (i) is at any nuclear facility owned by or operated by or on behalf of an insured in the United States, its territories or possessions, Puerto Rico or the Canal Zone or (ii) has been discharged or dispersed therefrom;

(b) such nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed by or on behalf of an Insured in the United States, its territories or possessions, Puerto Rico or the Canal Zone; or

(c) the injury arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of a nuclear facility, but if such facility is located within the United States of America, its territories or possessions, Puerto Rico or the Canal Zone, this subparagraph (c) applies only to injury to or destruction of property at such nuclear facility.

(4) As used in this Exclusion:

(a) "hazardous properties" include retroactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material"; "source material," "special nuclear material" and "by-product material" have the meanings given them by the Atomic Energy Act of 1954 or in law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material

(i) containing by-product materials; and
(ii) resulting from the operation by a person or organization of a nuclear facility included within the definition of nuclear facility under clauses (i) or (ii) of subparagraph (b) below;

(b) "nuclear facility" means:

(i) any nuclear reactor;
(ii) any equipment or device designed or used for (x) separating the isotopes of uranium or plutonium, (y) processing or utilizing spent fuel, or (z) handling, processing or packaging waste;
(iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at such premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or combination thereof or more than 250 grams of uranium 235;
(iv) any structure, basin, excavation, premises or place prepared for storage or disposal of waste;

(c) "nuclear facility" includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(d) "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contact a critical mass of fissionable material;

(e) with respect to injury or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property or loss of the use thereof.

M. RADIOACTIVE CONTAMINATION (OUTSIDE U.S.)

Liability of whatsoever nature directly or indirectly caused by or contributed to or by or arising from the ionizing radiations or contamination by radioactivity outside the United States, its territories or possessions, Puerto Rico or the Canal Zone from any nuclear fuel or from any nuclear waste from the combustion, fission or fusion of nuclear fuel.

N. ERISA

Liability arising out of any negligent act, error or omission of any **Insured,** or any other person for whose acts any **Insured** is legally liable, in the administration of any **Insured's** Employee Benefits Programs, as defined below, including, without limitation, liability or alleged liability under the Employee Retirement Income Security Act of 1974, as amended, or any similar provisions of state statutory law or common law or any other law.

As used in this Exclusion N, the term "Employee Benefits Programs" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social benefits, disability benefits, and any other similar employee benefits.

As used in this Exclusion N, the term "administration" means any of the following acts if such acts are authorized by the **Insured**:

(1) giving counsel to employees with respect to the Employee Benefits Programs;

(2) interpreting the Employee Benefits Program;

(3) handling of records in connection with the Employee Benefits Programs; or

(4) enrolling, terminating or cancelling employees under the Employee Benefits Programs.

O. REPETITIVE STRESS

Liability arising out of any repetitive motion, repetitive stress, repetitive strain or cumulative trauma disorder, including, without limitation, (i) liability or alleged liability arising from asserted improper design of goods, equipment, machinery or operations, (ii) failure to warn or properly instruct as to use of goods, equipment or machinery or conduct of operations, (iii) improper supervision of use of goods, equipment or machinery or conduct of operations, or (iv) without limiting the foregoing, carpal tunnel syndrome arising or allegedly arising from, without limitation, use of keyboards or finger pads.

P. SECURITIES, ANTITRUST, ETC.

Liability arising under any statute, law, ordinance, rule or regulation, whether established pursuant to legislative, administrative, judicial, executive or other authority, of any nation or federal, state, local or other governmental or political body or subdivision thereof relating to:

(1) the purchase, sale or distribution of securities or offers to purchase or sell securities, or investment counseling or management, including liability under the Securities Act of 1993, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Public Utility Holding Company Act of 1935, the Investment Company Act of 1940, the Investment Advisers Act of 1940, and the so-called "blue-sky" laws of the various states or other jurisdictions;

(2) antitrust or the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts and practices in trade and commerce including, without limitation, the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, the Lanham Act and the Hart-Scott-Rodino Antitrust Improvements Act;

(3) fraud or breach of fiduciary duty;

(4) criminal penalties;

(5) the failure to pay when due any governmental tax including income, excise, property, value added and sales tax, or tariff, license fee or other governmental fee which is incidental to the conduct of business, or any assessment, fine, or penalty related thereto;

(6) copyright, patent or trademark infringement other than **Advertising Liability** with respect to titles or slogans;

(7) any defect in or impairment to title to real property, including fixtures, whether or not owned by an **Insured**;

(8) disclosure relating to, or other regulation of sales of or offers to sell, real property;

(9) liability or alleged liability arising out of employee, officer or director dishonesty; or

(10) any liability of an employee, officer or director of an **Insured** entity to such **Insured** entity.

No inference shall be made from the express exclusion of liabilities in this Exclusion P that this Policy would otherwise cover such liabilities or similar liabilities.

V NOTICE OF OCCURRENCE

A. NOTICE AS SOON AS PRACTICABLE

If any **Executive Officer** shall become aware of an **Occurrence** likely to involve this Policy, the **Named Insured** shall, as a condition precedent to the rights of any **Insured** under this Policy, give written notice thereof to the **Company** in the manner provided in Section D of this Article V.

Such notice shall be given as soon as practicable and, in any event, during the **Policy Period** or the **Discovery Period**, if applicable, and in accordance with Paragraph 2(b) of Exclusion K, if applicable. Failure to provide written notice as prescribed above shall result in a forfeiture of any rights to coverage hereunder in respect of such **Occurrence**.

B. PERMISSIVE NOTICE

Any **Insured** may at any time during the **Policy Period** or **Discovery Period** give notice of an **Occurrence** to the **Company** in the manner provided in Section D of this Article V.

C. PERMISSIVE NOTICE OF INTEGRATED OCCURRENCE

The **Insured** may at its option give written notice to the **Company** of any **Occurrence** as an **"Integrated Occurrence"** by designating it as such and giving notice in the manner provided in Section D of this Article V. Once the **Insured** gives **Notice of Integrated Occurrence**, all **Personal Injury**, **Property Damage** that falls within the **Integrated Occurrence** (as provided in the terms, conditions and exclusions of this Policy) shall be treated as such for all purposes under this Policy irrespective of whether this Policy has been terminated after the **Insured** has given **Notice of Integrated Occurrence**. The limit of liability applicable to such **Integrated Occurrence** shall be the limit described in Article II of this Policy.

D. MANNER OF NOTICE

(1) Notice of **Occurrence** must explicitly be designated as such in writing and must be directed to the **Company's** Claims Department at the address set forth in Item 8(a) of the Declarations.

(2) Information (including, without limitation, information about pending and/or prior claims, reserves or payments, loss runs, etc.) submitted (whether face-to-face, by mail, telex, courier, facsimile or otherwise) to the **Company's** underwriter(s) (whether in an initial or annual renewal application/submission or otherwise) shall not constitute notice of **Occurrence**. All material directed to the **Company** at the address indicated in Item 8(b) of the Declarations shall be deemed to have been submitted to the **Company's** underwriters (unless otherwise acknowledged by the **Company** in writing).

VI CONDITIONS

A. PREMIUM

The premium for this Policy is a flat premium and is not subject to adjustment, except as specifically provided herein. The premium shall be paid to the **Company**.

B. INSPECTION

The **Company** shall be permitted but not obligated to inspect the **Insured's** property, operations, books, records and files at any time. Neither the **Company's** right to make inspections nor the making thereof or of a report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property or operations are safe or are in compliance with any statute, law, ordinance, rule or regulation.

C. CROSS LIABILITY

In the event of a **Claim** being made by reason of **Personal Injury** suffered by an employee of one **Insured** hereunder for which another **Insured** hereunder is or may be liable, this Policy shall cover such **Insured** against whom such a **Claim** is made or may be made in the same manner as if separate policies had been issued to each **Insured** hereunder.

Nothing contained herein shall operate to increase the **Company's** limits of liability as set forth in Item 2 of the Declarations.

D. ASSISTANCE AND COOPERATION

(1) The **Company** shall not be called upon to assume charge of the settlement or defense of any **Claim** made or suit brought or proceeding instituted against an **Insured**, but the **Company** shall have the right and shall be given the opportunity to associate with the **Insured** or the **Insured's** underlying insurers or both in the defense and control of any **Claim**, suit or proceeding relative to any **Occurrence** where the **Claim** or suit involves, or appears reasonably likely to involve, the **Company**, in which event the **Insured** and the **Company** shall cooperate in all things in the defense of such **Claim**.

(2) The **Insured** shall furnish promptly all information reasonably requested by the **Company** with respect to any **Occurrence**, both with respect to any **Claim** against the **Insured** and pertaining to coverage under this Policy.

(3) If liabilities, losses, costs and/or expenses are in part covered by this Policy and in part not covered by this Policy, the **Insured** and **Company** shall use their best efforts to agree upon a fair and proper allocation thereof between covered and uncovered amounts, and the **Insured** shall cooperate with such efforts by providing all pertinent information with respect thereto.

(4) Those expenses incurred by the **Company** on its own behalf in connection with claims representation pursuant to this Condition D shall be at its own expense and shall not be part of **Ultimate Net Loss**.

E. APPEALS

In the event the **Insured** or the **Insured's** underlying insurers elect not to appeal a judgment in excess of the retention or the underlying limits, as the case may be, the **Company** may elect to make such appeal at its own cost and expense and shall be liable for the taxable costs and disbursements of such appeal and post-judgment interest on the judgment appealed from accruing during such an appeal. In no event, however, shall liability of the **Company** for **Ultimate Net Loss** exceed the applicable limit of liability plus the costs and expenses of such appeal.

F. LOSS PAYABLE

Liability under this Policy with respect to any **Occurrence** shall not attach unless and until:

(1) the **Insured's** underlying insurer(s) or the **Insured** shall have paid the greater of the amount of any applicable underlying limits or the applicable retention set forth in Item 2(a) of the Declarations; and

(2) the **Insured's** liability covered hereunder shall have been fixed and rendered certain either by final judgment against the **Insured** after actual trial or by settlement approved in writing by the **Company**, and the **Insured** shall have paid such liability.

Any consideration paid by the **Insured** or the **Insured's** underlying insurers other than in legal currency shall be valued at the lower of cost or market, and any element of the **Insured's** profit or other benefit to the **Insured** shall be deducted in determining the value of such consideration. The **Company** may examine the underlying facts giving rise to a judgment against or settlement by the **Insured** to determine if, and to what extent, the basis for the **Insured's** liability under such judgment or settlement is covered by this Policy.

The **Insured** shall make a definite demand for payment for any amount of the **Ultimate Net Loss** for which the **Company** may be liable under this Policy within twelve (12) months after the **Insured** shall have paid such amount. If any subsequent payments shall be made by the **Insured** on account of the same **Occurrence** or **Claim**, additional demands for payment shall be made similarly from time to time. Such losses shall be due and payable by the **Company** thirty (30) days after they are respectively paid by the **Insured**, demanded and proven in conformity with this Policy.

G. REPRESENTATION

The **Named Insured** or such other person as it shall designate in Item 5 of the Declarations shall represent and have authority to bind the **Named Insured** and any and all **Insureds** hereunder in all matters under this Policy, including, without limitation, payment of premium, negotiation of the terms of renewal or reinstatement and the adjustment, settlement and payment of claims. The **Named Insured**, by notice to the **Company** in writing, may designate a substitute representative, which representative shall, effective as of the date such notice is received, be deemed to be designated in Item 5 of the Declaration.

H. OTHER INSURANCE

If other valid and collectible insurance with any other insurer, whether issued prior hereto, simultaneously herewith or subsequent hereto, is available to the **Insured** for **Ultimate Net Loss** covered by this Policy, other than insurance which is expressly and specifically excess of the limits of, or quota share on the same layer as, this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of other insurance.

If this Policy shall be deemed or required to contribute to **Ultimate Net Loss** with other insurance and such contribution arises in whole or in part from the failure of the **Named Insured** to list such other insurance on Schedule B hereto in accordance with the instructions for such Schedule B, then the **Named Insured** shall indemnify the **Company** for the amount of any such contribution, and this Policy shall apply as if such other insurance had been so listed.

I. SUBROGATION

In the event of any payment hereunder, the **Company** shall be entitled to exercise rights of subrogation, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. In such case, the **Company** will act in concert with all other interested parties, including the **Insured**, concerned in the exercise of rights of recovery. The apportioning of any amounts which may be so recovered, net of expenses, shall follow the principle that any parties, including the **Insured**, that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them. The **Company** is then to be reimbursed out of any balance then remaining up to the amount paid by it; lastly, the parties of whose interests this coverage is in excess, including the **Insured**, are entitled to claim the residue, if any.

J. CHANGES

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy. The terms of this Policy may not be waived or changed, except by written endorsement issued to form a part hereof and signed by the **Company**.

K. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Company** unless and until its consent is endorsed hereon.

L. CANCELLATION

(1) Coverage A under this Policy may be cancelled on a pro rata basis:

(a) at the end of any **Annual Period** by either the **Named Insured** or the **Company** by delivering prior written notice to the other.

(b) at any time by the **Named Insured** by delivering written notice to the **Company** at the address listed in Item 8(b) of the Declarations stating when, but in no event prior to the date such notice is received, cancellation shall be effective;

(c) at any time by the **Company** by delivering written notice to the **Named Insured** stating when, not less than ninety (90) days from the date the notice is received, cancellation shall be effective; or

(d) if any **Insured** shall institute a suit or proceeding against the **Company** other than as provided in Condition N below (or to enforce an award arising out of such arbitration), at any time thereafter by the **Company** by delivering written notice to the **Named Insured** stating when, not less than five (5) days from the date the notice is received, cancellation shall be effective.

(2) This Policy will be cancelled automatically retroactive to the commencement of the **Annual Period**, if the premium or proof of payment thereof is not received by the **Company** within five (5) business days of the commencement of such **Annual Period**.

(3) Coverage B may not be cancelled by either the **Named Insured** or the **Company**, except the **Company** may cancel effective immediately upon the delivery of written notice to the **Named Insured** of the **Insured** should institute a suit or proceeding against the **Company** other than as provided in Condition N below (or to enforce an award arising out of such arbitration).

M. CURRENCY

The premiums and losses under this Policy are payable in the respective currency(ies) set forth in Item 6 of the Declarations. Unless otherwise specified in Item 6, such currency(ies) shall be United States dollars. If judgment is rendered, settlement is denominated or another element of **Damages** is stated in a currency other than in the applicable currency, payment under this Policy shall be made in the applicable currency at the rate of exchange prevailing on the date the final judgment is rendered, the amount of the settlement is agreed upon or the other element of **Damages** is due, respectively.

N. ARBITRATION

(1) Any dispute, controversy or claim arising out of or relating to this Policy or the breach, termination or invalidity thereof shall be finally and fully determined in London, England under the provisions of the Arbitration Acts of 1950, 1975 and 1979 and/or statutory modifications or amendments thereto, for the time being in force, by a Board composed of three arbitrators to be selected for each controversy as follows:-

Any party may, in the event of such a dispute, controversy or claim, notify the other party or parties to such dispute, controversy or claim of its desire to arbitrate the matter, and at the time of such notification the party desiring arbitration shall notify any other party or parties of the name of the arbitrator selected by it. The other party who has been so notified shall within thirty (30) calendar days thereafter select an arbitrator and notify the party desiring arbitration of the name of such second arbitrator. If the party notified of a desire for arbitration shall fail or refuse to nominate the second arbitrator within thirty (30) calendar days following the receipt of such notification, the party who first served notice of a desire to arbitrate will, within an additional period of thirty (30) calendar days, apply to a judge of the High Court of Justice of England and Wales for the appointment of a second arbitrator and in such a case the arbitrator appointed by such a judge shall be deemed to have been nominated by the party or parties who failed to select the second arbitrator. The two arbitrators, chosen as above provided, shall within thirty (30) calendar days after the appointment of the second arbitrator choose a third arbitrator within said thirty (30) calendar day period, either of the parties may within a period of thirty (30) calendar days thereafter, after notice to the other party or parties, apply to a judge of the High Court of Justice of England and Wales for the appointment of a third arbitrator

and in such case the person so appointed shall be deemed and shall act as the third arbitrator. Upon acceptance of the appointment by said third arbitrator, the Board of Arbitration for the controversy in question shall be deemed fixed. All claims, demands, denials of claims and notices pursuant to this Condition N shall be given in accordance with Condition U below.

(2) The Board of Arbitration shall fix, by a notice in writing to the parties involved, a reasonable time and place for the hearing and may prescribe reasonable rules and regulations governing the course and conduct of the arbitration proceeding, including without limitation discovery by the parties.

(3) The Board shall, within ninety (90) calendar days following the conclusion of the hearing, render its decision on the matter or matters in controversy in writing and shall cause a copy thereof to be served on all the parties thereto. In case the Board fails to reach a unanimous decision, the decision of the majority of the members of the Board shall be deemed to be the decision of the Board and the same shall be final and binding on the parties thereto. Such decision shall be complete defense to any attempted appeal or litigation of such decision in the absence of fraud or collusion. Without limiting the foregoing, the parties waive any right to appeal to, and/or seek collateral review of the decision of the Board of Arbitration by, any court or other body to the fullest extent permitted by applicable law.

(4) Any order as to the costs of the arbitration shall be in the sole discretion of the Board, who may direct to whom and by whom and in what manner they shall be paid.

(5) The **Company** and the **Insured** agree that in the event that claims for indemnity or contribution are asserted in any action or proceeding against the **Company** by any of the **Insured's** other insurers in any jurisdiction or forum other than that set forth in this Condition N, the **Insured** will in good faith take all reasonable steps requested by the **Company** to assist the **Company** in obtaining a dismissal of these claims (other than on the merits) and will, without limitation, undertake to the court or other tribunal to reduce any judgment or award against such other insurers to the extent that the court or tribunal determines that the **Company** would have been liable to such insurers for indemnity or contribution pursuant to this Policy. The **Insured** shall be entitled to assert claims against the **Company** for coverage under this Policy, including, without limitation, for amounts by which the **Insured** reduced its judgment against such other insurers in respect of such claims for indemnity or contribution, in an arbitration between the **Company** and the **Insured** pursuant to this Condition N, which arbitration may take place before, concurrently with and/or after the action or proceeding involving such other Insurers; provided, however, that the **Company** in such arbitration in respect of such

reduction of any judgment shall be entitled to raise any defenses under this Policy and any other defenses (other than jurisdictional defenses) as it would have been entitled to raise in the action or proceeding with such insurers (and no determination in any such action or proceeding involving such other insurers shall have collateral estoppel, res judicata or other issue preclusion or estoppel effect against the **Company** in such arbitration, irrespective of whether or not the **Company** remained a party to such action or proceeding).

O. LAW OF CONSTRUCTION AND INTERPRETATION

This Policy, and any dispute, controversy or claim arising out of or relating to this Policy, shall be governed by and construed in accordance with the internal laws of the State of New York, except insofar as such laws:

(1) may prohibit payment in respect of punitive damages hereunder;

(2) pertain to regulation under the New York Insurance Law, or regulations issued by the Insurance Department of the State of New York pursuant thereto, applying to insurers doing insurance business, or issuance, delivery of procurement of policies of insurance, within the State of New York or as respects risks or insureds situated in the State of New York; or

(3) are inconsistent with any provision of this Policy;

provided, however, that the provisions, stipulations, exclusions and conditions of this Policy are to be construed in an evenhanded fashion as between the **Insured** and the **Company**; without limitation, where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions (without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insured** or the **Company** or reference to parol or other extrinsic evidence). To the extent that New York is inapplicable by virtue of any exception or proviso enumerated above or otherwise, and as respects arbitration procedure pursuant to Condition N, the internal laws of England and Wales shall apply.

P. LIABILITY OF THE COMPANY

The **Named Insured** and the **Insured** agree that the liability and obligations of the **Company** hereunder shall be satisfied from the funds of the **Company** alone and that the individual shareholders of the **Company** shall have no liability hereunder to the **Named Insured** or the **Insured.**

Q. POLICY EXTENSION

Subject to Condition L, Coverage A of this Policy may be extended at the expiration of each **Annual Period** for another **Annual Period**, subject only to agreement between the **Company** and the **Named Insured** as to the applicable premium and such other terms and conditions as the **Company** and the **Named Insured** may mutually deem appropriate. Coverage A shall expire at the end of an **Annual Period** if not extended (or upon cancellation thereof). Where Coverage A (or Coverage B) is cancelled or not extended, such cancellation or non-extension shall not affect the rights of the **Insured** as respect any **Occurrence** or **Integrated Occurrence** of which notice was given in accordance with the provisions of this Policy prior to such cancellation or non-extension and shall not limit whatever rights the **Insured** otherwise would have under this Policy as respects actual or alleged **Personal Injury**, **Property Damage** or **Advertising Liability** included in such **Occurrence** or **Integrated Occurrence** taking place subsequent to such cancellation or non-extension.

R. REINSTATEMENT

(1) At the time of each annual Policy extension of Coverage A, the aggregate limit of liability set forth in Item 2(b) of the Declarations shall, unless otherwise agreed in writing between the **Named Insured** and the **Company**, automatically be reinstated with respect to covered **Occurrences** of which notice is first given during the following **Annual Period**. There shall be no separate premium charged for this automatic reinstatement in addition to that provided for in Condition Q above. There shall be no reinstatement of the aggregate limit of liability, unless otherwise agreed in writing by the **Company**, as respects Coverage B, and the remaining amount, if any, of the aggregate limit for the final **Annual Period** under Coverage A shall apply as respects the **Discovery Period.**

(2) If during any **Annual Period**, as respects Coverage A only, the aggregate limit of liability set forth in Item 2(b) ("Original Aggregate Limit") of the Declarations is or may be impaired by virtue of **Occurrence(s)** of which notice has been given previously

during such **Annual Period**, then the **Named Insured** shall be entitled to elect one reinstatement of all or any portion of such aggregate limit, based on the following terms and conditions:

(a) Such reinstatement must be elected in writing by the **Named Insured**, which election shall specify the amount being reinstated, not to exceed an amount equal to the Original Aggregate Limit ("Reinstatement Amount"), and must be accompanied by payment of the reinstatement premium as provided in subparagraph (c) below. Such reinstatement shall be effective as of the date of the receipt by the **Company** of such written election and premium ("Reinstatement Date").

(b) (i) There shall be an aggregate sublimit of liability for all **Occurrences** of which notice is first given to the **Company** at any time during the entire **Annual Period** in an amount equal to the Original Aggregate Limit as respects all **Occurrences** of which the **Named Insured** is aware at the Reinstatement Date (including, without limitation, all **Occurrences** of which notice was first given during such **Annual Period** prior to such date and all **Integrated Occurrence** including **Personal Injury** or **Property Damage** which was included in any such prior noticed **Occurrences**). The **Named Insured** shall be deemed to have been aware of an **Occurrence** if any **Executive Officer** was aware of any actual or alleged **Personal Injury, Property Damage** or **Advertising Liability** which was included in such **Occurrence**, irrespective of whether or not such person believed or expected such **Occurrence** was likely to involve this Policy.

(ii) The aggregate limit of liability for all **Occurrences** of which the **Named Insured** is not aware at the Reinstatement Date and of which notice is first given to the **Company** during the portion of the **Annual Period** on or subsequent to the Reinstatement Date and during any **Discovery Period** in the event Coverage A terminates at the end of such **Annual Period** shall be:

(x) any unused portion of the Original Aggregate Limit pertaining to the portion of the **Annual Period** prior to the Reinstatement Date and to any **Occurrences** of which the **Named Insured** is aware at such date; plus

(y) the Reinstatement Amount.

In no event shall the aggregate limit of liability under this subparagraph (2)(b)(ii) exceed the Original Aggregate Limit.

(iii) In no event shall the aggregate limit of liability of the **Company** in respect for all **Occurrences** of which notice is first given to the **Company** during the entire **Annual Period** exceed the sum of the Original Aggregate Limit and the Reinstatement Amount.

(c) The reinstatement premium shall be an amount determined by the **Company**, but in no event shall this exceed one hundred twenty-five percent (125%) of the total premium for the **Annual Period** in which the reinstatement takes place.

S. DISCOVERY PERIOD

(1) In the event of **Termination** of Coverage A, other than by reason of cancellation for non-payment of premium or due to institution of a proceeding other than as contemplated by Condition N, the **Named Insured** may elect, prior to the **Termination Date** of such Coverage A, to secure Coverage B for the following **Annual Period** for such **Insureds** as the **Named Insured** shall designate, by giving the **Company** written notice of such election and paying to the **Company** the annual premium set forth in the attached Schedule D no later than the date of commencement of such **Annual Period**.

(2) In the event that the **Named Insured** elects to secure Coverage B pursuant to paragraph (1) above, the **Named Insured** may elect to continue such Coverage B for any number of additional **Annual Periods** by giving the **Company** written notice of each election for a subsequent **Annual Period** and paying to the **Company** the corresponding annual premium set forth in the attached Schedule D no later than the end of the **Annual Period** for which such coverage B was previously elected. If the **Named Insured** shall fail to elect Coverage B for any **Annual Period**, it may not elect Coverage B for any subsequent **Annual Period**.

(3) For the purpose of application of retentions and limits of liability, notice of an **Occurrence** given during the **Discovery Period** shall be deemed to have been given during the final **Annual Period** in the **Policy Period**. The aggregate limit of liability shall not be reinstated for the **Discovery Period**.

T. FORMER SUBSIDIARIES, AFFILIATES AND ASSOCIATED COMPANIES

If any subsidiary, affiliate or associated company of the **Named Insured** which is an **Insured** hereunder shall cease to be such a subsidiary, affiliate or associated company of the **Named Insured**, then at such time Coverage A shall automatically terminate as to such former subsidiary, affiliate or associated company. Coverage A shall continue with respect to the **Named Insured** and any other entity which remains an **Insured** for its own liability, if any, arising out of its prior ownership of or affiliation or association with the former subsidiary, affiliate or associated company. At such time of such automatic termination of coverage, Coverage B shall, unless the **Named Insured** otherwise specifies, automatically incept as to such former subsidiary, affiliate or associated company and continue in force for the balance of the **Annual Period**, without additional payment or return of any premium. Prior to the end of the **Annual Period**, such former subsidiary, affiliate or associated company may, with written consent received by the **Company** from the **Named Insured**, elect to extend Coverage B beyond the end of the **Annual Period** on such terms and conditions, for such period, subject to such limits and for such additional premium as may be agreed with the **Company**.

U. NOTICE

All notices under any provision of this Policy shall be in writing and given by hand, prepaid express courier, airmail or telecopier properly addressed to the appropriate party and will be deemed as having been effected only upon actual receipt. Notice to any **Insured** may be given to the **Named Insured** at the address shown in Item 1(b) of the Declarations or to such other persons as the **Named Insured** shall designate in Item 5 of the Declarations.

V. HEADINGS

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

SCHEDULE A

ADDITIONAL INSUREDS

SCHEDULE B

UNDERLYING INSURANCE

SCHEDULE C

WATERCRAFT

SCHEDULE D

If the **Named Insured** shall elect to obtain Coverage B pursuant to Condition S of this Policy, the annual premium charge for each **Annual Period** for Coverage B shall be computed by multiplying the premium for the last **Annual Period** in the **Policy Period** by the applicable factor set forth in the following table:

Coverage B
Annual Premium Charge

1st Annual Period	30%
2nd Annual Period	20%
3rd Annual Period	10%
4th Annual Period	10%
5th and each additional Annual Period	9%

End No.001-3/99
Form XL XS004

ADDITIONAL/RETURN PREMIUM: NIL

AMENDMENTS TO FORM XL XS004

I. In consideration of the premium paid it is hereby acknowledged and agreed that Article IV Exclusion I. AIRCRAFT is deleted in its entirety and replaced with the following:

"I. **AIRCRAFT**

Liability arising out of the design, manufacture, construction, maintenance, service, use or operation of any **Aircraft** or any component part or equipment thereof or any other **Aircraft** navigational or aviation related equipment; provided, however, that this Exclusion I shall not apply to any liability or alleged liability in respect of:

(1) **Personal Injury** or **Property Damage** arising out of **Aircraft** operated or used by the **Insured** for purposes other than **Commercial Aviation Operations**;

(2) the processing, distribution, sale, storage, transportation or handling of **Aircraft** fuel or **Aircraft** refueling and related operations;

(3) **Personal Injury** or **Property Damage** caused by the **Insured's Products** incorporated into an **Aircraft** which are a type or grade sold principally for purposes other than use in **Aircraft** or aviation;

(4) **Personal Injury** or **Property Damage** arising from a component part or equipment of an **Aircraft** which has not yet been incorporated into an **Aircraft**;

(5) **Aircraft** for which the **Insured** provides financing (including, without limitation, lease financing), provided that neither the **Insured** nor any affiliate, agent or representative of the **Insured** maintains, services, uses or operates the **Aircraft** or is obligated by virtue of a written contract or agreement to maintain or service the **Aircraft**; or

Cont'd/....

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By: _____
Authorised Representatives

ADDITIONAL/RETURN PREMIUM: NIL

AMENDMENTS TO FORM XL XS004

(6) liability in connection with manufacturing and associated operations in respect of **Aircraft** or any component part thereof or any **Aircraft** equipment where all **Personal Injury** and **Property Damage** giving rise to such liability take place at a manufacturing, storage or associated premises on the ground (or in connection with on the ground transportation by other than an **Aircraft**) and such liability and the **Personal Injury**, **Property Damage** or **Advertising Liability** giving rise thereto do not arise directly or indirectly out of a crash, hijacking or other circumstance in connection with the operation of any **Aircraft**."

II. Article III Definitions is amended to include:

"AG **"Commercial Aviation Operations"** means any commercial or charter passenger and/or cargo airline, any other **Aircraft** charter operation, any flight school or aviation training business or any other operations by which the **Insured** for compensation (other than cost reimbursement) makes available **Aircraft** owned, operated or used by it or aviation transportation services to others."

III. Article IV. Exclusion E. EFFICACY, LOSS OF USE, ETC. is amended to include:

"(5) for the costs incurred for the withdrawal, inspection, repair, recall, return, replacement or disposal of any **Automobiles** or products used in **Automobiles** of which the **Insured's Products** or work forms a part or for **Property Damage** to **Automobiles** or products used in **Automobiles** as a result of incorporation of the **Insured's Products** or work therein."

Cont'd/....

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

ADDITIONAL/RETURN PREMIUM: NIL

AMENDMENTS TO FORM XL XS004

IV. Article VI. Condition L. CANCELLATION is deleted in its entirety and replaced with the following:

"L. **CANCELLATION**

(1) Coverage A under this Policy may be cancelled on a pro rata basis:

(a) at any time by the **Named Insured** by delivering written notice to the **Company** at the address listed in Item 8(b) of the Declarations stating when, not less than thirty (30) days from the date such notice is received, cancellation shall be effective;

(b) at any time by the **Company** by delivering written notice to the **Named Insured** stating when, not less than ninety (90) days from the date the notice is received, cancellation shall be effective; or

(c) if any **Insured** shall institute a suit or proceeding against the **Company** other than as provided in Condition N below (or to enforce an award arising out of such arbitration), at any time thereafter by the **Company** by delivering written notice to the **Named Insured** stating when, not less than five (5) days from the date the notice is received, cancellation shall be effective.

(2) This Policy will be cancelled automatically retroactive to the commencement of the **Annual Period**, if the premium or proof of payment thereof is not received by the **Company** within five (5) business days of the commencement of such **Annual Period**.

(3) Coverage B may not be cancelled by either the **Named Insured** or the **Company**, except the **Company** may cancel effective immediately upon the delivery of written notice to the **Named Insured** if the **Insured** should institute a suit or proceeding against the **Company** other than as provided in Condition N below (or to enforce an award arising out of such arbitration)."

Cont'd/....

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

ADDITIONAL/RETURN PREMIUM: NIL

AMENDMENTS TO FORM XL XS004

Notwithstanding Definition M. **Inception Date**, with respect to the coverage provided by this endorsement, the **Inception Date** shall be the effective date of this endorsement. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End. No. 1

End. 002-3/99
Form XL XS004

ADDITIONAL/RETURN PREMIUM: NIL

DESIGNATION OF LIMITS ENDORSEMENT

1. Notwithstanding Article II.B of the Policy, in any instance in which first Notice of an **Occurrence** (which is not a **Notice of Integrated Occurrence**) ("Original Occurrence") is given where **Personal Injury** and/or **Property Damage** included in such Original Occurrence is included in an **Integrated Occurrence** of which **Notice of Integrated** Occurrence is first given at a later time, if the **Ultimate Net Loss** attributable to the Original Occurrence (as finally determined) exceeds the Per **Occurrence** Retention for the **Annual Period** in which Notice of the Original Occurrence was first given, then **Ultimate Net Loss** arising from such Original Occurrence shall not be transferred to the later **Annual Period** in which the **Company** received first Notice of the **Integrated Occurrence**; the **Company** shall pay such **Ultimate Net Loss** in excess of the Per **Occurrence** Retention amount, which shall be subject to and erode the Annual Aggregate limit of liability (Item 2(b) of the Declarations) for the **Annual Period** in which Notice of the Original Occurrence was first given. Nonetheless, the **Ultimate Net Loss** arising from the Original Occurrence shall apply as respects erosion of the Per **Occurrence** Retention (Item 2(a) of the Declarations) and, when paid by the **Company**, the per **Occurrence** limit of liability (Item 2(a) of the Declarations) in the **Annual Period** in which **Notice of Integrated Occurrence** in respect thereto was first given; provided, however, that any **Ultimate Net Loss** indemnified by the **Company** in respect of the Original Occurrence shall not erode the Annual Aggregate limit of liability (Item 2(b) of the Declarations) in the **Annual Period** in which **Notice of Integrated Occurrence** is first given.

2. Notwithstanding paragraph (3) of Definition III. V of the Policy, where separate **Occurrences** pursuant to such paragraph (3), except for the thirty (30) day limitation would otherwise be a single **Occurrence** under paragraph (2) of Definition III. V, then all such separate **Occurrences**, combined, shall be subject to a limit of liability equal to the largest Aggregate limit of liability stated in Item 2(b) of the Declarations in effect at the time of first notice of any such separate **Occurrence** pursuant to Article V of this Policy by any **Insured**.

Notwithstanding Definition M. **Inception Date**, with respect to the coverage provided by this endorsement, the **Inception Date** shall be the effective date of this endorsement. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 2

End. 003-3/99
Form XL XS004

ADDITIONAL/RETURN PREMIUM: NIL

INCORPORATION OF SCHEDULES BY REFERENCE ENDORSMENT

The following Schedules submitted with the Excess Liability Policy Application are hereby incorporated by reference as if physically attached to the Policy:

X Schedule A dated January 1, 2007 ; DATE SIGNED - December 29, 2006

X Schedule B dated January 1, 2007 ; DATE SIGNED - December 29, 2006

X Schedule C dated January 1, 2007 ; DATE SIGNED - December 29, 2006

It is agreed that the only purposes of Schedules A, B and C are to set forth the following information as respects the corresponding indicated provisions of the Policy, and nothing contained in such Schedules shall affect application of any other provisions of the Policy:

Schedule	Information	Policy Provision
A	additional insured entities	III.P (2) (b)
B	underlying insurance	II.A (1)
C	exceptions to Watercraft exclusion	IV.J

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 3

End. 034-11/03
Form XL XS004

ADDITIONAL/RETURN PREMIUM: NIL

KNOWN AND PREVIOUSLY NOTIFIED OCCURRENCE EXCLUSION ENDORSEMENT

It is hereby agreed that Article IV Exclusions is amended by adding the following paragraphs immediately following paragraph P thereof:

Q. PREVIOUSLY NOTIFIED OCCURRENCES OR CLAIMS

Any liability or alleged liability of any **Insured** for **Damages** on account of **Personal Injury**, **Property Damage** or **Advertising Liability** resulting from an **Occurrence** (including any **Integrated Occurrence** or similar term as defined under any other Policy issued to the **Insured**) notice of which **Occurrence** (or **Integrated Occurrence**) shall have been given or deemed to have been given under any other Policy prior to the Effective Date of this Endorsement.

R. KNOWN OCCURRENCES

Any liability or alleged liability arising from an **Occurrence** (including any **Integrated Occurrence** or similar term as defined under any other Policy issued to the **Insured**) of which any **Executive Officer** or manager or equivalent-level employee in the **Insured's** Risk Management, Insurance or Law Departments was aware of prior to the Effective Date of this Endorsement, irrespective of whether or not such person believed or expected such **Occurrence** (or **Integrated Occurrence**) would be likely to involve this or any other Policy issued to the **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 4

End. 032-11/03
Form XL XS004 ADDITIONAL/RETURN PREMIUM: NIL

WAR AND TERRORISM EXCLUSION ENDORSEMENT

It is understood and agreed that Article IV. Exclusion G. is deleted in its entirety and replaced with the following:

G. WAR

Personal Injury, **Property Damage** or **Advertising Liability** directly or indirectly occasioned by, happening through or in consequence of war, invasion, hostile action of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

And the following Exclusion is added:

S. TERRORISM

Personal Injury, **Property Damage** or **Advertising Liability** directly or indirectly occasioned by, happening through or in consequence of **Terrorism** or any actions taken by or on behalf of any government or branch or division thereof (including without limitation, the uniformed armed forces, militia, police, state security and anti-terrorism agencies) in responding to, combating, defending or retaliating against any act or acts of **Terrorism.**

It is further understood and agreed that Article III. Definitions is amended by the addition of:

AH. **"Terrorism"** means the use or threatened use of any violence, force or harm (including acts of sabotage or acts involving biological, chemical or radioactive material) by any person or persons for, including but not limited to, religious, racial, ethnic, ideological or political ends, whether or not such person or persons are acting in concert with or on behalf of any organization or government (de facto or de jure), when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States as an act of **Terrorism.**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 5

End. 033-11/03
Form XL XS004 **ADDITIONAL/RETURN PREMIUM: NIL**

ANNUAL AGGREGATE TERRORISM SUBLIMIT ENDORSEMENT

Notwithstanding any other provision of this Policy, including, without limitation, Articles II, III.L and III.V and Items 2(a), 2(b) and of the Declarations, it is hereby agreed that there shall be an annual aggregate sublimit equal to $30,000,000 with respect to **Personal Injury**, **Property Damage** or **Advertising Liability** directly or indirectly occasioned by, happening through or in consequence of **Terrorism** or any actions taken by or on behalf of any government or branch or division thereof (including without limitation, the uniformed armed forces, militia, police, state security and anti-terrorism agencies) in responding to, combating, defending or retaliating against any act or acts of **Terrorism** (as defined in Article III.AH), collectively, of which notice is first given to the **Company** on or after the effective date of this endorsement in any **Annual Period**. The maximum annual aggregate sublimit with respect to any single act of **Terrorism** or any combination of such acts shall be $30,000,000. Such sublimit shall be included within and shall not increase the **Annual Period** limit in the aggregate for all covered **Occurrences** and claims set forth in Item 2(b) of the Declarations. Such sublimit shall not be subject to elective reinstatement pursuant to Article VI.R(2) of the Policy, unless otherwise agreed in writing by the **Company**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 6

End. 037-12/03
Form XL XS004 ADDITIONAL/RETURN PREMIUM: NIL

SPECIAL EXCLUSIONARY ENDORSEMENT

Notwithstanding any other provision of this Policy, it is hereby agreed that this Policy shall not apply to, and the **Company** shall have no liability hereunder to the **Insured** in respect of, any liability or alleged liability for any **Personal Injury**, (including without limitation, fear or anxiety) **Property Damage** or **Advertising Liability** arising out of or allegedly arising out of the operations, risks, events or other matters set forth below:

1. Lead, Lead Based Products, Lead containing materials, Lead chips, Lead dust, and Lead containing waste;
2. Silica, Silica Fiber(s), or Silica Dust, or any product(s) containing Silica, Silica Fiber(s) or Silica Dust

This endorsement applies to all **Occurrences** with respect to which notice of **Occurrence** is given to the **Company** on or after the Effective Date shown below notwithstanding that the event or conditions commenced or the **Personal Injury** or **Property Damage** took place in whole or in part prior to the Effective Date.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By: _____
Authorised Representatives

End. No. 7

ADDITIONAL/RETURN PREMIUM: NIL

SPECIAL EXCLUSIONARY ENDORSEMENT

Notwithstanding any other provision of this Policy, it is hereby agreed that this Policy shall not apply to, and the **Company** shall have no liability hereunder to the **Insured** in respect of, any liability or alleged liability for any **Personal Injury**, (including without limitation, fear or anxiety) **Property Damage** or **Advertising Liability** arising out of or allegedly arising out of the operations, risks, events or other matters set forth below:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment related practices, policies, acts or omissions;
4. Consequential **Bodily Injury** or **Personal Injury** as a result of 1 through 3 above.

This exclusion applies whether the **Insured** may be held liable as an employer or in any other capacity and to any obligation of the **Insured** to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

This endorsement applies to all **Occurrences** with respect to which notice of **Occurrence** is given to the **Company** on or after the Effective Date shown below notwithstanding that the event or conditions commenced or the **Personal Injury** or **Property Damage** took place in whole or in part prior to the Effective Date.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 8

End. 042-9/04
Form XL S004

ADDITIONAL/RETURN PREMIUM: NIL

AMENDMENT OF EXCLUSION H. (1) ENDORSEMENT

It is acknowledged and agreed that Exclusion H. (1) is hereby deleted and replaced in its entirety with the following:

(1) asbestos or any asbestos-containing materials.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 9

End. 039-9/04
Form XL XS004

ADDITIONAL/RETURN PREMIUM: NIL

AMENDMENT OF CONDITION VI. L CANCELLATION
(Minimum Earned Premium)

It is agreed and understood that Article VI L. (1) (b), is amended as follows:

(1) Coverage A under this Policy may be cancelled on a pro rata basis:

(b) at any time by the **Named Insured** by delivering written notice to the **Company** at the address listed in Item 8(b) of the Declarations stating when, not less than thirty (30) days from the date such notice is received, cancellation shall be effective, subject to the **Insurer** retaining a Minimum Earned Premium of 35%.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 10

End. 369-8/03
Form XL XS004 **ADDITIONAL/RETURN PREMIUM: NIL**

FUNGI EXCLUSION ENDORSEMENT

It is understood and agreed that the following exclusion is added to Article IV. Exclusions:

T. **FUNGI**

Liability of the **Insured**:

1) for **Personal Injury**, **Property Damage** or **Advertising Liability**, or fear or anxiety of **Personal Injury**, **Property Damage** or **Advertising Liability**, directly or indirectly caused by, contributed to or arising from, in whole or in part, the inhalation of, ingestion of, contact with, exposure to, existence of or presence of any **Fungi**, or odor, gas or vapor from **Fungi**, on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently with or in any sequence to such injury or damage; or

2) constituting, arising out of or related to costs or expenses from the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **Fungi** by any **Insured** or by any other person or entity.

It is further understood and agreed that the following definitions are added to Article III. Definitions:

AI. **"Fungi"** means any spore-producing plant or organism lacking chlorophyll, specifically including but not limited to molds (including so-called "toxic mold" or "black mold"), rusts, mildews, smuts, mushrooms and yeasts.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 11

End. 459-7/06
Form 005 **ADDITIONAL/RETURN PREMIUM: NIL**

NON-INSURED ENDORSEMENT

Notwithstanding any other provision of the Policy, none of the entity(ies) listed below shall be an **Insured** (and such entity(ies) shall not be deemed to be named in paragraph (1), (2) or (6) of Section P of Article III of the Policy as respects any other entity or person being an **Insured**); provided, however, that nothing in this Endorsement shall affect the coverage of the entity(ies) listed below as respects its own liability, if any, arising out of and in the normal course of such entities' activities as a **Parent or Holding Company**:

Non-**Insured** Entity(ies): RWE AG

For the purpose of this endorsement, "**Parent or Holding Company**" means a company that owns and controls subsidiary operating companies, but does not itself engage in the manufacturing, production, marketing, research, development, delivery of goods and services or other similar operations of its subsidiaries or in the day-to-day technical, logistic, safety and risk management, human resources or any other support services provided at the operating subsidiary level.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 12

End. 007-3/99
Form XL XS004

ADDITIONAL/RETURN PREMIUM: NIL

RETROACTIVE COVERAGE ENDORSMENT

It is hereby agreed that the **Retroactive Coverage Date** for the layer $16,363,636 part of $30,000,000 excess of $200,000,000 is October 1, 2003; for the layer $13,636,363 part of $25,000,000 excess of $175,000,000 is October 1, 1986 and such retroactive coverage became effective at the Effective Date listed below.

It is a condition precedent to the rights of any **Insured** under this Policy with respect to any **Occurrence** in such layer as respects such retroactive coverage (i.e., **Personal Injury**, **Property Damage** and/or **Advertising Liability** taking place prior to the Effective Date) that, except as specifically agreed to in writing by the **Company** and the **Named Insured**, the **Named Insured** was not aware of such **Occurrence** at the Effective Date. The **Named Insured** shall be deemed to have been aware of an **Occurrence** if any **Executive Officer** was aware, in the case of an **Occurrence** under subparagraph (a) of paragraph (1) of Section (V) of Article III, of any of the event, exposure to conditions, **Personal Injury**, **Property Damage** or **Advertising Liability** as respects such **Occurrence** or, in the case of subparagraph (b) of such paragraph, of any of the **Personal Injury** or **Property Damage** as respects such **Occurrence**, in each case irrespective of whether or not such person was aware that such **Occurrence** was likely to involve this Policy.

It is hereby agreed that the extension of coverage pursuant to this Endorsement shall not apply to, and the **Company** shall have no liability hereunder to the **Insured** in respect of, any **Personal Injury**, **Property Damage** or **Advertising Liability** arising out of the products, services, operations, activities, risks, defects, hazards, alleged defects or hazards, failure to warn of any of the foregoing, and/or any other matter, described below:

1) The explosion and fire at the Imperial Foods plant in Hamlet, North Carolina on September 3, 1991.

2) The explosion at the World Trade Center in New York on February 26, 1993.

3) The fire at Milliken & Company, LaGrange, Ga, on January 31, 1995.

4) The explosion at the A.P. Murragh Building in Oklahoma City, Oklahoma on April 19, 1995.

5) The fire at Maiden Mills, Lawrence, Ma, on December 11, 1995.

Cont'd/....

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

End No. 13

ADDITIONAL/RETURN PREMIUM: NIL

RETROACTIVE COVERAGE ENDORSMENT

6) The September 11, 2001 hijacking and airplane crashes at the World Trade Center, the Pentagon and in Pennsylvania. The scheme for distribution of anthrax spores in the United States, which commenced in or about September 2001.

7) The effects of Hurricanes Katrina, Rita and Wilma which occurred during the 2005 Atlantic Hurricane Season.

8) Employer's liability (whether under workers compensation laws or otherwise) as respects **Personal Injury** at any time arising out of the course of employment prior to the **Inception Date** of this coverage of any employee of the **Insured**.

9) Any repetitive motion, repetitive stress, repetitive strain or cumulative trauma disorder, including, without limitation, (i) liability or alleged liability arising from asserted improper design of goods, equipment, machinery or operations, (ii) failure to warn or properly instruct as to use of goods, equipment or machinery or conduct of operations, (iii) improper supervision of use of goods, equipment or machinery or conduct of operations, or (iv) without limiting the foregoing, carpal tunnel syndrome arising or allegedly arising from use of keyboards or finger pads.

10) Any liability in respect of **Personal Injury** or alleged **Personal Injury** (including, without limitation, fear or anxiety claims) or **Advertising Liability** arising out of any product consisting in whole or in part of silicone (liquid, gel, solid or in any other form) used for implantation or injection into the human body or any liability otherwise arising out of or related to medical or cosmetic internal use in humans of silicone.

Notwithstanding Definition M. **Inception Date**, with respect to the coverage provided by this endorsement, the **Inception Date** shall be the effective date of this endorsement. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced below, except as expressly stated herein.

The effective date of this endorsement is **January 1, 2007**
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of Policy No. **AWW-1274/4**
of ACE Bermuda Insurance Ltd.

Issued to: **Thames Water Aqua US Holdings Inc., American Water Works Company, Inc.**

Date of Issue: **January 17, 2007**

By _____
Authorised Representatives

MARSH

Harold A. Ellebracht
Vice President Client Advisory

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3862 Fax 212 345 3695
Harold.A.Ellebracht@marsh.com
www.marsh.com

January 09, 2007

Mr. James P. Li
Director Risk Management
American Water
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject:
Binder Transmittal Letter
Great American Insurance Company of New York EXC 9252949
January 1, 2007 to January 1, 2007

Dear Jim,

We enclose the above Great American binder. This is a new placement to us as last year you were covered under your parent's excess program. This binder covers your liability for Bodily Injury and Property Damage arising out of an occurrence that takes place during the policy period. This policy follows form of the National Union Fire Insurance Company of Pittsburgh number 9834564 and shares the layer with Starr Excess Liability Insurance International. This policy does not follow form of the Sunrise endorsement on the National Union policy. This means that there is a gap in retro coverage for the period 10/1/1986 until 1/1/2007 for any occurrence that happened but claim was not yet made to your current carriers. It is our understanding that your coverage excess of 50 million euros for the 1/1/2006 to 1/1/2007 period was on an occurrence reported form with a retro date of 1/1/1986, which creates this gap. You should make sure that all claims that occurred prior to the inception of this policy 1/1/2007 are reported immediately to your parent's policies.

Limits of Liability:

Each Occurrence/Annual Aggregate	$25,000,000 p/o $75,000,000
Excess of:	$100,000,000
Premium:	**$300,000 (Includes TRIA)**
New Jersey Surcharge	**$4,800**

Policy Number EXC9252949- Coverages, Terms and Conditions:

Policy Form: As per coverage form: (GAI6524.06.97) excess liability coverage form plus the following:
- Exclude: Crisis Response/Crisis Management
- Exclude RWE AG except for its specific interest in AWW
- Attach: Non-followed endorsement for sunrise coverage Starr excess wording
- Follow form coverage Endorsement
- 60 day NOC

MARSH

Equal terms endorsement for quota share (Starr Excess Wording)
FF Pollution (Named Peril/Time Element-20/80)
State Amendatory Endorsement
Limits of Insurance Endorsement
Participation Endorsement
Cap on losses from Certified Acts of Terrorism
Terrorism Premium Disclosure

Subjectivity:
Terms subject to review of Starr excess terms
All loss data must be Total Incurred, ground up, and uncapped
Require signed copy of Terrorism Disclosure form as soon as practical
Require copies of all Underlying Policies for files with 60 days of binding

Please note that Great American follows National Union on the pollution endorsement, which has special reporting conditions for a loss. For coverage to be triggered under this endorsement you need to know about its commencement within 20 days and report it in writing to the insurance company within 80 days. Please also note the Employee Benefits Liability Endorsement in the followed policy is written on a claims made basis. This means that for coverage a claim must be made during the policy period.

The explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

You should review the enclosed binder and advise Marsh within thirty days following your receipt of this letter of anything, which you believe, is not is accordance with negotiated coverage and terms.

Regards,

Harold A. Ellebracht
Vice President Client Advisory

Copy: Michael O'Brien

M E M B E R O F

GREAT AMERICAN.
INSURANCE GROUP

Dec 29, 2006

Jonathan Ball
Marsh Global, Inc.
1166 Avenue of The Americas
New York,NY 10036

Re: American Water Works Company
1025 Laurel Oak Road
Voorhees, NJ 08043

We are pleased to provide a binder of coverage for the above captioned risk as follows:

Insurance Carrier:	Great American Insurance Co. of NY
Policy Period:	01/01/2007 to 01/01/2008 12:01am Standard Time at the address stated above
Policy Number:	EXC 9252949
Coverage:	Excess Umbrella-Commercial
Policy Limits:	$25,000,000 CSL each occurrence/annual aggregate where applicable P/O $75,000,000 Excess of $100,000,000 as shown below
	$0 Self Insurance Retention

Underlying Insurance:

Umbrella Liability
Insuring Company: AXA
$25,000,000 ea occ ann agg excess of Primary

1stExcess
Insuring Company: AIG
$25,000,000 xs 25,000,000

2ndExcess
Insuring Company: XL
$50,000,000 xs 50,000,000

Great American Professional Risk Insurance Services
8510 McAlpine Park Drive • Suite 114 • Charlotte, NC 28211-6250 • Phone (704) 364-5161 • Fax (704) 364-6019

American Water Works Company
1025 Laurel Oak Road
Voorhees, NJ 08043

Policy Premium:	$300,000	Terrorism Included	Amount: $1,500
Term:	Annual		**Rate:** Flat
Surcharge:	Additional New Jersey Surcharge $4,800		
Endt. Description:			

Commission: .00%

Terms and Conditions

Policy Form: As per coverage form:(GAI6524.06.97) EXCESS LIABILITY COVERAGE FORM plus the following:

Our Policy Terms and Conditions:

Exclude: Crisis Response/Crisis Management Excl;

Attach: Non-Followed Endt-Sunrise Coverage with a Limited Reporting Period (Twelve Month Policy)-Starr Excess Wording; Follow Form Coverag Endt; 60 Day NOC; Equal Terms Endt for Quota Share (Starr Excess wording); FF Pollution (Named Peril/Time Element-20/80); State Amendatory Endt; Limits of Insurance Endt; Participation Endt; Cap on Losses from Certified Acts of Terrorism; Terrorism Premium Disclosure

Other Information:

SUBJECTIVITY: TERMS SUBJECT TO REVIEW OF STARR EXCESS TERMS

Subjectivities:

All loss data submitted must be Total Incurred, ground up and uncapped. We require a signed copy of the POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE for our files as soon as practical after binding. We will also require copies of all Underlying Policies for our files within 60 days of binding.

The proposal offered herewith is valid through to the inception date of coverage as indicate above. To clarify, please note the conditions of this quote may not be in accordance with the conditions requested in your submission. For complete terms, conditions, exclusions and limitations please refer to the policy language itself.

Regards,

Frankie Honeycutt

MARSH

Harold A. Ellebracht
Vice President Client Advisory

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3862 Fax 212 345 3695
Harold.A.Ellebracht@marsh.com
www.marsh.com

January 09, 2007

Mr. James P. Li
Director Risk Management
American Water
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject:
Binder Transmittal Letter
AXA Insurance Company XS000900 (07)
January 1, 2007 to January 1, 2007

Dear Jim,

We enclose the above AXA Insurance Company binder. This is a renewal of AXA policy number XS00900 (06) effective January 1, 2006. This binder covers your liability for Bodily Injury and Property Damage arising out of an occurrence that takes place during the policy period. This policy sits above the Travelers primary limits of liability. In addition to covering damages arising out of an occurrence that takes place during the policy period the policy will also cover claims that have occurred but not yet been reported for prior years when your lead umbrella was not on an occurrence form. This coverage has a retroactive date of October 1, 1986. This would not cover any claims of which American Water has knowledge. Knowledge of Occurrence is defined in endorsement #5.

Limits of Liability:	
Each Occurrence	$25,000,000
General Aggregate	$25,000,000
Products annual aggregate	$25,000,000
Excess of:	Primary
Premium:	**$2,100,000**
TRIA	**$18,900**
NJ Surcharge	**$5,250**

Policy Number XS000900 (07) - Coverages, Terms and Conditions:
Policy Form: 2004 ISO Occurrence
Notable Exclusions:

- Asbestos Exclusion
- Employment-Related Practices
- Care, Custody, Control

- ERISA
- Auto No-fault/UM- or Underinsured Motorists
- Toxic Molds exclusion
- Lead exclusion see endorsement #3
- Urea Formaldehyde exclusion see endorsement #2
- War exclusion
- Silica exclusion
- Aircraft/Aircraft products exclusion see endorsement # 4

Coverage Extensions:

- Broad named insured endorsement – see Endorsement #1
- Named perils and time element extension 20/80 calendar days – manuscript wording see endorsement # 7
- Knowledge of Occurrence, Unintentional Errors and Omissions, Notice of Occurrence see endorsement # 5
- Sunrise endorsement for claims occurred but not yet reported with a retroactive date of October 1, 1986 but only for coverage periods in which the Lead Umbrella for this risk was written on a claims made basis; Known losses will be excluded. See endorsement # 6
- Notice of cancellation/non-renewal 90 days except for non-payment of premium for which it is 10 days

There are a number of changes from the expiring:

This year you have pollution coverage for Named Peril and Time Element last year there was absolute pollution exclusion.
The following endorsements were taken off
Follow Form Endorsement
Tobacco Health Hazard Exclusion
Exclusion – Off shore risks
Exclusion – Mining Operations
Exclusion – Railroad Liability

Please note the special reporting conditions for a loss under the Named Peril Time Element pollution endorsement. For coverage to be triggered under this endorsement you need to know about its commencement within 20 days and report it in writing to the insurance company within 80 days.

MARSH

The explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

You should review the enclosed binder and advise Marsh within thirty days following your receipt of this letter of anything, which you believe, is not is accordance with negotiated coverage and terms.

Regards,

Harold A. Ellebracht
Vice President Client Advisory

Copy:
Michael O'Brien

December 23, 2006

(212) 345 3695– 2 pages –
Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036

Att: Jonathan E. Ball

Re: American Water Works Company, Inc. Renewal 2007

Dear Jonathan,

Pursuant to your binding instructions we bound coverage as follows:

Commercial Umbrella (Lead Umbrella) XS000900(07)

Policy Period: January 1, 2007 – 2008

Estimated Exposure (annual payroll:)
$ 284,000,000 annual payroll

Classification
Class 99943 Water Companies

Limit:
$ 25,000,000 each occurrence; General annual aggregate $ 25,000,000, Products annual Aggregate $ 25,000,000

Policy Form: 2004 ISO Occurrence

Premium:
$ 2,100,000 annual advance premium, flat charge + $ 5,250 NJ surcharge (0.25% of the annual advance premium)

Commission: 0 %

Miniumum Underlying limits:
Commercial General Liability including Premises and Products Completed Operations liability:
$ 1,000,000 each occurrence
$ 1,000,000 Personal & Advertising Injury Limit
Total annual aggregate limit $ 25,000,000
Auto primary combined single limit: $ 1,000,000
Employers' liability limit by disease $ 1,000,000/bodily injury by accident $ 1,000,000/bodily injury by disease each employee $ 1,000,000

AXA
INSURANCE

Notable exclusions:
- Asbestos Exclusion
- Employment-Related Practices
- Care, Custody, Control
- ERISA
- Auto No-fault/Un- or Underinsured Motorists
- Toxic Molds exclusion
- Lead exclusion
- Urea Formaldehyde exclusion
- War exclusion
- Silica exclusion
- Aircraft/Aircraft products exclusion

Coverage extensions:
- Broad Named insured endorsement
- Named Perils and Time Element extension 20 / 80 calendar days – manuscript wording
- Knowledge of Occurrence
- Notice of Occurrence
- Unintentional Errors and Omissions
- Sunrise Endorsement for claims occurred but not yet reported with a retroactive date of October 1, 1986 but only for coverage periods in which the Lead Umbrella for this risk was written on a claims made basis; Known losses will be excluded,
- Notice of cancellation/non-renewal 90 days except for non-payment of premium for which it is 10 days
- Broad Form Insured Endorsement to be amended to reflect ownership interest of more than 50%

All other extensions and exclusions as expiring.

Please return TRIA disclosure form signed by the insured either rejecting or opting for TRIA coverage as was attached to our quote letter dated December 12, 2006 no later than January 10, 2007 to us.

If you have any questions or queries please do not hesitate to contact the undersigned at (212) 658 8746 or fax (212) 658 8778.

Best regards,

Christian Hilbrecht
2006.12.23 16:06:48 -05'00'

Christian Hilbrecht, CPCU, ARM
Lead Underwriter, Vice President
Corporate Department

FORMS AND ENDORSEMENTS

MADE PART OF THIS POLICY AT TIME OF ISSUANCE

Named Insured: **American Water Works Company Inc.**
Policy Number:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORMS

ACS-400	(02/06)	Commercial Liability Umbrella Coverage Declarations
CU0001	(12/04)	Commercial Liability Umbrella Coverage Form
IL0017	(11/98)	Common Policy Conditions
IL0208	(12/05)	New Jersey Changes – Cancellation and Nonrenewal
CU2123	(02/02)	Nuclear Energy Liability Exclusion
CU2127	(12/04)	Fungi or Bacteria Exclusion
CU0003	(03/05)	Exclusion – Violation of Statutes that Govern Emails, Fax
CU2130	(11/02)	Caps on Losses from a Certified Acts of Terrorism
CU2136	(11/02)	Exclusion of Punitive Damages Related to a Certified Acts
CU2150	(03/05)	Silica or Silica Related Dust Exclusion
CU2437	(12/05)	Non-Concurrency of Policy Periods – Retained Limit
ACS-401	(02/06)	Asbestos Exclusion
Endorsement # 1		Broad Named Insured
Endorsement # 2		Urea Formaldehyde Exclusion
Endorsement # 3		Lead Liability Exclusion
Endorsement # 4		Aircraft Products Exclusion
Endorsement # 5		Knowledge of Occurrence
Endorsement # 6		Sunrise Endorsement
Endorsement # 7		Named Peril and Time Element extension

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

AXA Insurance Company	**Marsh USA Inc.** **New York, NY**

NAMED INSURED: **American Water Works Company Inc.**
MAILING ADDRESS: **1025 Laurel Oak Road**
Voorhees, NJ 08043
POLICY PERIOD: FROM **01/01/2007** TO **01/01/2008** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	$ 25,000,000	
GENERAL AGGREGATE LIMIT		$ 25,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE		$ 25,000,000

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE

☐ LIMITED LIABILITY COMPANY ☒ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: Water utility service.

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	1025 Laurel Oak Road Voorhees, NJ 08043

Includes copyrighted material of Insurance Services Office Inc. with its permission

ESTIMATED TOTAL ANNUAL SALES	RATE PER	ADVANCED PREMIUM	MINIMUM PREMIUM
$284,000,000 (payroll)	Flat	$2,100,000	

	TOTAL PREMIUM	$ 2,100,000
	TERRORISM PREMIUM	$ TO BE ADVISED
	STATE TAX OR OTHER (if applicable)	$ 5,250
	TOTAL PREMIUM (SUBJECT TO AUDIT)	$
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION	$ 2,100,000
	AT EACH ANNIVERSARY	$
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)	

AUDIT PERIOD (IF APPLICABLE)	☐ ANNUALLY	☐ SEMI-ANNUALLY	☐ QUARTERLY	☐ MONTHLY

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:

See Form A-01

RETAINED LIMIT

SCHEDULE OF UNDERLYING INSURANCE

SELF-INSURED RETENTION $ _____

Employers' Liability

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

Bodily injury by accident	$ _____	Each Accident
Bodily injury by disease	$ _____	Each Employee
Bodily injury by disease	$ _____	Policy Limit
	or $ _____	Each Accident/Occurrence

Commercial General Liability ☒ Occurrence ☐ Claims-Made

Company: _____

Policy Number: _____

Policy Period: _____

Includes copyrighted material of Insurance Services Office Inc. with its permission

Minimum Applicable Limits

General Aggregate	$ _____
Products-Completed Operations Aggregate	$ _____
Personal And Advertising Injury	$ _____
Each Occurrence	$ _____

Commercial Auto Liability

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

Garage Aggregate Limit For Other Than Autos (if applicable)	$ _____
Each Accident – Combined Single Limit	$ _____

Other Coverages ☐ Occurrence ☐ Claims-Made

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

_____ $ _____

_____ $ _____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

Includes copyrighted material of Insurance Services Office Inc. with its permission

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** –Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

 © ISO Properties, Inc., 2003 □

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. E.R.I.S.A.

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

(1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or

(2) Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

© ISO Properties, Inc., 2003

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

h. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

(2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

© ISO Properties, Inc., 2003

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

(1) Property:

(a) You own, rent, or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

© ISO Properties, Inc., 2003

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(3) Engineering services, including related supervisory or inspection services;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Body piercing services;

(9) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;

(10) Law enforcement or firefighting services; and

(11) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

© ISO Properties, Inc., 2003

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of websites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-Related Practices

To:

(a) A person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

© ISO Properties, Inc., 2003

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (i), (ii), or (iii) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering or failure to render any professional service. This includes but is not limited to:

(a) Legal, accounting or advertising services;

(b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(c) Engineering services, including related supervisory or inspection services;

(d) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(e) Any health or therapeutic service treatment, advice or instruction;

(f) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(g) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(h) Body piercing services;

(i) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;

(j) Law enforcement or firefighting services; and

(k) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

(16) War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

a. All expenses we incur.

b. Up to $2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

   b. This insurance applies to such liability assumed by the insured;

   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

   f. The indemnitee:

      (1) Agrees in writing to:

         (a) Cooperate with us in the investigation, settlement or defense of the "suit";

         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

         (c) Notify any other insurer whose coverage is available to the indemnitee; and

         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

      (2) Provides us with written authorization to:

         (a) Obtain records and other information related to the "suit"; and

         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

   a. If you are designated in the Declarations as:

      (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

      (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

      (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

      (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

      (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

© ISO Properties, Inc., 2003

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire, or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made, "suits" brought, or number of vehicles involved; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
   a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
   b. Coverage **B.**
3. Subject to **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

The Aggregate Limit, as described in Paragraph **2.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. **Appeals**

   If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, pre- and postjudgment interest and disbursements.

2. **Bankruptcy**
   a. **Bankruptcy Of Insured**

      Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

   b. **Bankruptcy Of Underlying Insurer**

      Bankruptcy of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

   However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

© ISO Properties, Inc., 2003

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant, and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of Underlying Insurance

The "underlying insurance" listed in the schedule of "underlying insurance" in the declarations shall remain in full effect throughout the policy period except for reduction of the aggregate limit due to payment of claims, settlement, or judgments.

Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.

You must notify us as soon as practicable when any "underlying insurance" is no longer in effect.

14. Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

   If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

   Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

© ISO Properties, Inc., 2003

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
   g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraphs **f.** and **g.** do not include that part of any contract or agreement:
   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
   (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
   (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

© ISO Properties, Inc., 2003

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft;

    b. While it is in or on an aircraft or watercraft; or

    c. While it is being moved from an aircraft or watercraft to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or watercraft.

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

        (1) Power cranes, shovels, loaders, diggers or drills; or

        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

        (2) Cherry pickers and similar devices used to raise or lower workers;

    f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

    (1) Equipment designed primarily for:

        (a) Snow removal;

        (b) Road maintenance, but not construction or resurfacing; or

        (c) Street cleaning;

    (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

    (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

    However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

    a. False arrest, detention or imprisonment;

    b. Malicious prosecution;

    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

    d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

    e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

    f. The use of another's advertising idea in your "advertisement"; or

    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

© ISO Properties, Inc., 2003

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

    a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

    b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

17. "Products-completed operations hazard":

    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

        (1) Products that are still in your physical possession; or

        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

            (a) When all of the work called for in your contract has been completed.

            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

    b. Does not include "bodily injury" or "property damage" arising out of:

        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

        (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    With respect to "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

    For the purposes of this insurance, electronic data is not tangible property.

    As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

© ISO Properties, Inc., 2003

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the declarations under the schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

© ISO Properties, Inc., 2003

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

© ISO Properties, Inc., 2005

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

© ISO Properties, Inc., 2005

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

a. Certified mail; or

b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

a. Replaced coverage elsewhere; or

b. Specifically requested termination.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

Copyright, Insurance Services Office, Inc., 2001
 □

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Copyright, Insurance Services Office, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of $5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CONCURRENCY OF POLICY PERIODS – RETAINED LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section III – Limits Of Insurance:**

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

© ISO Properties, Inc., 2005

AXA Insurance Company

This endorsement, effective **January 01, 2007** 12:01 A.M. Standard Time, forms a part of

Policy No. of the AXA Insurance Company

Issued to: **American Water Works Company Inc.**

By AXA Insurance Company

ASBESTOS EXCLUSION

It is agreed that this policy does not apply to actual or alleged liability arising out of:

1. inhaling, ingesting or prolonged physical exposure to asbestos or asbestos dust or goods or products containing asbestos;

2. the use of asbestos in constructing or manufacturing any good, product or structure;

3. the removal of asbestos from any good, product or structure; or

4. the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

All other terms and conditions of the policy remain unchanged.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 1

This endorsement effective on **January 01, 2007** at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to **American Water Works Company Inc.**

By **AXA Insurance Company**

_____
Authorized Representative

BROAD NAMED INSURE ENDORSEMENT

American Water Works Company Inc.

"And/or any and all subsidiaries of whatever tier, affiliated, associated, allied, or controlled companies, as now or may hereafter exist or be constituted and/or any and all where a Named Insured(s) holds more than 50% ownership."

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 2

This endorsement effective on **January 01, 2007** at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to **American Water Works Company Inc.**

By **AXA Insurance Company**

Authorized Representative

UREA FORMALDEHYDE EXCLUSION

This insurance does not apply to any claim arising directly or indirectly out of the manufacture, sale, handling or distribution of urea formaldehyde or products whose components include urea formaldehyde.

All other terms and conditions of the policy remain the same.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 3

This endorsement effective on **January 01, 2007** at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to **American Water Works Company Inc.**

By **AXA Insurance Company**

_____
Authorized Representative

LEAD LIABILITY EXCLUSION

In consideration of the premium charged, it is agreed that the insurance provided by this policy shall not apply to any loss, claim or expenses caused by, resulting from or arising out of lead, paint containing lead, or any other material or substance containing lead.

It is further agreed that we shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or suit excluded herein.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 4

This endorsement effective on **January 01, 2007** at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to **American Water Works Company Inc.**

By **AXA Insurance Company**

Authorized Representative

AIRCRAFT PRODUCTS ENDORSEMENT

It is agreed that this policy shall not apply to any liability arising out of aircraft products or reliance upon any representation or warranty made with respect thereto, or to any liability arising out of the grounding of any aircraft.

"Aircraft Products" means aircraft (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the Insured or by others trading under his name for use in the manufacture, repair, operation, maintenance or use of any aircraft.

"Grounding" shall mean the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, or by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the Insured or with tolls, machinery or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons or organizations.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 5

This endorsement effective **January 1, 2007** at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to

By **AXA Insurance Company**

_____
Authorized Representative

KNOWLEDGE OF OCCURRENCE

It is agreed that knowledge of an occurrence by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless an executive officer of the insured's corporation shall have received such notice from its agent, servant or employee.

UNINTENTIONAL ERRORS OR OMISSIONS

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

NOTICE OF OCCURRENCE

It is agreed that if the insured reports an occurrence to the compensation carrier which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such occurrence to the company at the time of occurrence shall not be deemed in violation of Condition 2 entitled "Insured's Duties" in the event of occurrence, claim or suit" provided, however, that the insured, just as soon as he is definitely made aware of the fact that the particular occurrence is a liability case rather than a compensation case, shall give notification of the aforesaid occurrence to this company.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 6

This endorsement effective **January 1, 2007** at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to

By **AXA Insurance Company**

Authorized Representative

SUNRISE ENDORSEMENT

It is agreed and understood that coverage is provided for claims occurred but not yet reported to you prior to this coverage period but only for coverage periods in which the Lead Umbrella Policy for you was written on a claims made basis. Known Losses will be excluded from coverage. Knowledge of Occurrence will be assumed as per Endorsement # 5 of this policy. It is further agreed that the retroactive date for this coverage extension is October 1, 1986.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 207
(ED. 6-78)

ENDORSEMENT # 7

This endorsement effective at 12:01 a.m. standard time, forms a part of

Policy No. of the **AXA Insurance Company**

Issued to

By **AXA Insurance Company**

_____
Authorized Representative

NAMED PERIL AND TIME ELEMENT POLLUTION
Self-Insured Retention Endorsement
(Products-Completed Operations Hazard Version)

This policy is amended as follows:

Section I – Coverage A, paragraph 2.(i) Pollution is deleted in its entirety and replaced by the following:

i. Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage** or **Personal Injury** and **Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants anywhere at any time;

2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or

3. Any loss, cost or expense arising out of any claim or Suit by or on behalf of a governmental authority for damages because of tasting for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.

However, Paragraph 1 of this exclusion will not apply to Bodily Injury or Property Damage arising out of:

1. Any discharge, dispersal, seepage, migration, release or escape of Pollutants directly or indirectly caused by fire, explosion, lighting, windstorm, vandalism or malicious

mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an Auto or Mobile Equipment or aircraft; or

II. Any discharge, dispersal, seepage, migration, release or escape of Pollutants and included within the Products-Completed Operations Hazard provided that Your Product or Your Work has not at any time been:

(a) discarded, dumped, abandoned, thrown away; or

(b) transported, handled, stored, treated, disposed of or processed as wastel

by anyone; or

III. Any discharge, dispersal, seepage, migration, release or escape of Pollutants that meets all of the following conditions:

(a) It was accidental and neither expected nor intended by the Insured. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of pollutants was a result of an attempt by the Insured to mitigate or avoid a situation where substantial third party Bodily Injury or Property damage could occur;

(b) It was demonstrable as having commenced on a specific date during the Policy Period;

(c) Its commencement became known to the Insured within twenty (20) calendar days;

(d) Its commencement was reported in writing to us within eighty (80) calendar days of becoming known to any officer of the Insured; any manager in your risk management, Insurance or legal department; any employee who was authorized by you to give or receive notice of an Occurrence, claim or Suit; or any Insured authorized or responsible to report the commencement; and

(e) Reasonable effort was expended by the Insured to terminate the discharge, dispersal, seepage, migration, release or escape of Pollutants as soon as conditions permitted.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

i. Any site or location, principally used by the Insured, or by others on the Insured's behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;

ii. Any fines or penalties;

iii. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision iii will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;

iv. Acid rain or acid runoff;

v. Clean-up, removal, containment, treatment, detoxification or neutralization of Pollutants situated on premises which the Insured owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said Pollutants; or

vi. Any Bodily Injury, Property Damage or Personal Injury and Advertising Injury, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants in knowing violation of or non compliance with governmental permits.

For the purpose of this endorsement only, the SELF-INSURED RETENTION on the DECLARATIONS is amended to include the following additional provision:

$1,000,000 Each Occurrence (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

The above Self-Insured Retention applies whether or not there is any available Scheduled Underlying Insured or Other Insurance. If there is Scheduled Underlying Insurance or Other Insurance applicable to a Loss, amounts received through such Scheduled Underlying Insurance or Other Insurance for payment of the Loss may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the Named Insured to specifically apply as underlying insurance to this policy. However, in no event will amount received through such Scheduled Underlying Insurance or Other Insurance for the payment of Defense Expenses reduce the above Self-Insured Retention.

For the purpose of this endorsement only, **Defense Provisions** are deleted in their entirety and replaced by the following:

We will have no duty to defend any Suit against the Insured until the above Self-Insured Retention is exhausted by payment of Loss. We will, however, have the right, but not the duty, to participate in the defense of any Suit, and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For purpose of this endorsement only, SECTION V – DEFINITIONS is amended to include the following additional definition:

Defense Expenses means a payment allocated to defend a specific Suit, including but not limited:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or Suit;
4. Court costs taxed against the Insured in any Suit;
5. Pre-judgment interest awarded against the Insured; and
6. Interest that accrues after entry of judgment

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

MARSH

Harold A. Ellebracht
Vice President Client Advisory

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3862 Fax 212 345 3695
Harold.A.Ellebracht@marsh.com
www.marsh.com

January 09, 2007

Mr. James P. Li
Director Risk Management
American Water
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject:
Binder Transmittal Letter
National Union Fire Insurance Company 9834564
January 1, 2007 to January 1, 2007

Dear Jim,

We enclose the above National Union binder. This is a new placement to us as last year you were covered under your parent's excess program. This binder covers your liability for Bodily Injury and Property Damage arising out of an occurrence that takes place during the policy period. This is an umbrella policy that is excess of the Travelers primary and the AXA umbrella form. National Union does not follow the form of AXA but rather they have issued their own umbrella form. In addition to covering damages arising out of an occurrence that takes place during the policy period the policy will also cover claims that have occurred but not yet been reported for the period 10/1/1986 to 1/1/2004. This would not cover any claims of which American Water has knowledge.

Limits of Liability:

Each Occurrence	$25,000,000
General Aggregate	$25,000,000
Products/Completed Operations Aggregate	$25,000,000
Crisis Response Sublimit of Insurance	$250,000
Excess Casualty Crisis Fund	$50,000
Excess of:	$25,000,000
Excess of:	GL $1,000,000 Occurrence
	25,000,000 Aggregate
	AL $1,000,000CSL
	EL $1,000,000 each accident
	$1,000,000 Disease each employee
	$1,000,000 Disease policy limit

Premium:	**$1,009,608 flat**
Surcharges	**$16,154**

Policy Number 9834564 – Policy Form 80517 (10/04)
Coverages, Terms and Conditions:
Premium including terrorism notice form #81249 (3/03)
Uninsured underinsured motorist coverage endorsement
Prime miscellaneous changes endorsement
Prime schedule A- Approved crisis management firms
Lead exclusion endorsement
New Jersey amendatory endorsement
Act of terrorism SIR endorsement
Economic or trade sanctions conditions Endorsement
Schedule of underlying
Umbrella Prime Declarations page
Retained limit amendatory endorsement
Fungus exclusion endorsement
Silica exclusion endorsement
Aircraft products and grounding exclusion
Named peril and time element pollution 20/80 excess of $26,000,000
Knowledge of occurrence endorsement
Failure to supply limitation
Sunrise coverage w/reporting period 12 months
Aircraft and watercraft amended exclusion endorsement
Employee benefits liability Coverage endorsement
Industrial Aid Aircraft Limitation endorsement ($100,000,000 SIR)
Limits of Insurance Amendatory Endorsement Form 85460 (08/04)
Urea Formaldehyde Exclusion

Please note the special reporting conditions for a loss under the Named Peril Time Element pollution endorsement. For coverage to be triggered under this endorsement you need to know about its commencement within 20 days and report it in writing to the insurance company within 80 days. Please also note the Employee Benefits Liability Endorsement is written on a claims made basis. This means that for coverage a claim must be made during the policy period.

MARSH

The explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

You should review the enclosed binder and advise Marsh within thirty days following your receipt of this letter of anything, which you believe, is not is accordance with negotiated coverage and terms.

Regards,

Harold A. Ellebracht
Vice President Client Advisory

Copy:
Michael O'Brien

AMERICAN INTERNATIONAL COMPANIES

Date: December 26, 2006

175 WATER ST
21ST FLOOR
NEW YORK, NY 10038

MARSH PLACEMENT, INC.
1166 AVE OF AMERICAS
FL 40
NEW YORK, NY 10036-4306
Attention To: Jonathan Ball
Phone: 212-945-6835
Fax: 212-345-4431
Email:

AIG
Excess Casualty SM

RE: Umbrella Liability with CrisisResponse Binder for AMERICAN WATER WORKS COMPANY, INC

Dear Jon:

We are pleased to advise that coverage is bound for the captioned account according to the following terms:

Insured Address: 1025 LAUREL OAK RD
VOORHEES, NJ 08043-3597

Policy Period: From: January 1, 2007 To: January 1, 2008

Carrier: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Policy Form: 80517 (10/04) and attachments

Policy Number: 9834564 **Renewal Of:** NEW

Limits:
A. $25,000,000 Each Occurrence
B. $25,000,000 General Aggregate in accordance with Section IV. Limits of Insurance
C. $25,000,000 Products/Completed Operations Aggregate in accordance with Section IV. Limits of Insurance

D. $250,000 CrisisResponse Sublimit of Insurance
E. $50,000 Excess Casualty CrisisFund Limit of Insurance

SIR: $10,000 **Commission:** 0%

Policy Premium: $1,009,608.00
Taxes / Surcharges / Fees: N/A / $16,154.00 / N/A

Billing Payment: Prepaid

Audit:
Exposure Base: Flat Rated
Estimated Annual Exposure: Flat Rated
Rate Basis: Flat Rated
Rate: Flat Rated

Terms and Conditions:

1. Premium Payment is due within thirty (30) days of the effective date.
2. Primary carrier must be rated A - VII or better by Bests.
3. Premium bound contemplates rejection of UM/UIM coverage. Please forward signed rejection notices as soon as possible.

Underlying Limits:

Type of Policy or Coverage	Insurer, Policy No. and Policy Limits Period	Limits
GENERAL LIABILITY		SELF INSURED RETENTION OF $25,000,000 EACH OCCURRENCE $25,000,000 GENERAL AGGREGATE $25,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit
GENERAL LIABILITY		SELF INSURED RETENTION OF $1,000,000 EACH OCCURRENCE $25,000,000 GENERAL AGGREGATE $25,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit
AUTO LIABILITY		SELF INSURED RETENTION OF $1,000,000 COMBINED SINGLE LIMIT Defense Expenses are in addition to the limit
EMPLOYERS LIABILITY		SELF INSURED RETENTION OF $1,000,000 EACH ACCIDENT $1,000,000 DISEASE EACH EMPLOYEE $1,000,000 DISEASE POLICY LIMIT Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY	01/01/07 01/01/08	$1,000,000 EACH OCCURRENCE $1,000,000 GENERAL AGGREGATE

Defense Expenses are in addition to the limit

For a complete description of coverage, please review the Policy's Terms, Restrictions & Limitations. Please note that the Policy is amended by the following Attachments.

Attachments:

- PREM INCL TERRORISM NOTICE, Form #81249 (03/03)
- UNINSURED UNDERINSURED MOTORIST COVERAGE END., Form #82610 (06/05)
- PRIME MISCELLANEOUS CHANGES ENDORSEMENT, Form #83864 (02/04)
- PRIME SCHEDULE A - APPROVED CRISIS MGMT FIRMS, Form #83687 (12/03)
- LEAD EXCL. ENDT., Form #86471 (08/04)
- NEW JERSEY AMENDATORY ENDT, Form #52158 (06/91)
- ACT OF TERRORISM SIR ENDORSEMENT, Form #83049 (03/06)
  $26,000,000 SIR
- ECONOMIC OR TRADE SANCTIONS COND. ENDT, Form #87068 (11/04)
- VIOL. OF INFO. OR COMM. LAW EXCL. ENDT., Form #87241 (12/04)
- SCHEDULE OF UNDERLYING, Form #UNDSC (05/99)
- UMB PRIME DEC, Form #80518 (10/04)
- RETAINED LIMIT AMENDATORY ENDT., Form #81583 (12/04)
  ($25mil/$25mil Excess of GL 1/25/25; AL 1mil CSL; EL 1/1/1; EBL 1/1)
- FUNGUS EXCLUSION ENDT, Form #82449 (06/03)
- SILICA EXCLUSION ENDT, Form #80479 (02/03)
- AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION, Form #80393 (07/02)
- NAMED PERIL AND TIME ELEMENT POLL. SIR END. PCOH V, Form #89470 (06/05)
  20/80 Excess of $26,000,000
- NOTICE OF OCCURRENCE, Form #80454 (07/02)
- KNOWLEDGE OF OCCURRENCE ENDT., Form #87222 (12/04)
- FAILURE TO SUPPLY LIMITATION, Form #80425 (07/02)
- SUNRISE COVERAGE W/ REPORTING PERIOD 12 MONTHS, Form #80491 (07/02)
  (10/1/86 through 1/1/04)
- AIRCRAFT AND WATERCRAFT EXCL.AMEND. END. AMEND OF, Form #89451 (06/05)
  (50 feet)

- EMPLOYEE. BENEFITS LIAB. COVERAGE ENDT., Form #87215 (12/04)
- INDUSTRIAL AID AIRCRAFT LIMITATION ENDORSEMENT, Form #81912 (05/06) $100,000,000 SIR
- AMDT. OF CONTRACTUAL LIAB. EXCL. ENDT., Form #86454 (08/04)
- LIMITS. OF INS. AMEND. ENDT. DEL. OF PARA. E., Form #86460 (08/04)
- UREA FORMALDEHYDE EXCLUSION ENDORSEMENT, Form #MNSCP (12/06)

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a $100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided under this proposal or binder for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

The coverage offered includes a premium charge for Terrorism of $9,996.00 that is included in the total premium above.

If your policy is subject to premium audit, the charge for TRIA coverage will also be subject to that adjustment.

This binder letter is predicated upon the understanding that the submitted information is accurate, the Loss information includes total incurred losses ground up and that the losses have not been capped. The terms and Conditions of this acceptance of risk of Umbrella or Excess coverage may be amended should there be discovery of a material change to the submitted information.

This binder contains only a general description of coverages provided. For a detailed description of the terms of a policy, you must refer to the policy itself.

**** IMPORTANT - POLICY ISSUANCE VERIFICATION****

Our policy will be issued based upon the information displayed in this document. We ask that you thoroughly review this information (including the Name Insured and Address) to ensure it is correct. Your careful review, and timely advice if correction is needed, will help us to provide you with an accurate policy at time of issuance.

This binder includes certain information regarding the terms and conditions of the policy. If there is any conflict between the terms and conditions stated in this binder and the terms and conditions of the policy when issued, the terms and conditions of the policy shall govern.

Thank you for selecting A.I.G. as a market for your business. Please call with any questions you may have.

Best regards,

MICHAEL MEADOWS
SR. UNDERWRITER
Phone: 212-458-5784
Fax: 866-431-6775
Email: MIKE.MEADOWS@AIG.COM

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse℠

Sunrise Coverage
With a Limited Reporting Period
(Twelve Month Policy)

This policy is amended as follows:

I. **Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY INSURANCE**, Paragraph A is deleted in its entirety and replaced by the following:

A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury** or **Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract** not covered by **Scheduled Underlying Insurance**, provided that:

1. the **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place anywhere and the **Bodily Injury** or **Property Damage** occurs during the **Policy Period**. Any **Bodily Injury** or **Property Damage** that first occurred on or after October 1, 1986 and prior to January 1, 2004 will be deemed to have occurred during the **Policy Period** provided that prior to the effective date of this policy no claim for such **Bodily Injury** or **Property Damage** was made against the **Insured** or reported by the **Insured** to any insurance carrier.

2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** arising out of your business and that is committed during the **Policy Period. Personal Injury and Advertising Injury** caused by an **Occurrence** committed on or after October 1, 1986 and prior to January 1, 2004 will be deemed to have been caused by an Occurrence committed during the **Policy Period** provided that prior to the effective date of the **Policy Period** no claim for such **Personal Injury and Advertising Injury** was made against the **Insured** or reported by the **Insured** to any insurance carrier.

3. any claim for any **Bodily Injury** or **Property Damage** that first occurred on or after October 1, 1986 and prior to January 1, 2004 or **Personal Injury and Advertising Injury** caused by an **Occurrence** committed on or after October 1, 1986 and prior to January 1, 2004 must be made against the **Insured** and reported to us prior to January 1, 2008.

II. For the purposes of the coverage afforded by this endorsement only, the Self-Insured Retention shown in Item 5 of the Declarations is amended as follows:

5. Self-Insured Retention: $26,000,000 Each Occurrence

III. **Section III. Defense Provisions**, Paragraphs A and C are deleted in their entirety and Paragraph A is replaced by the following:

We will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

IV. **Section V. EXCLUSIONS,** is amended by adding the following additional exclusion:

This insurance does not apply to **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** if such injury or damage was known by the Insured or reported to any insurance carrier prior to the **Policy Period.**

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

_____

Authorized Representative or
Countersignature
(Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Urea Formaldehyde Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Urea Formaldehyde

This insurance does not apply to any claim arising directly or indirectly out of the manufacture, sale, or distribution of urea formaldehyde or products whose components include urea formaldehyde.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse℠

Aircraft Products and Grounding Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Aircraft Products and Grounding

This insurance does not apply to any liability arising out of the **Products-Completed Operations Hazard** relating to:

1. aircraft and any ground support or control equipment used therewith;
2. any other goods or products manufactured, sold, handled or distributed by the **Insured** or any services provided or recommended by the **Insured** or by others trading under the **Insured's** name for use in the manufacture, repair, operation or use of any aircraft; or
3. any articles furnished by the **Insured** or by others trading under the **Insured's** name and installed in aircraft or used in connection with aircraft or for spare parts for aircraft including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other advice or service relating to aircraft and any labor relating to such aircraft or articles.

For the purpose of this endorsement, aircraft includes missiles and spacecraft.

In addition, this insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the **Grounding** of any aircraft.

Section VII. DEFINITIONS is amended to include the following additional definition:

Grounding means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof sold, manufactured, handled or distributed by the **Insured** or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the **Insured** or with tools, machinery or other equipment furnished to such persons or organizations by the **Insured,** whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A **Grounding** will be deemed to commence on the date of an **Occurrence** which discloses such defect, fault, or condition or on the date an aircraft is first withdrawn from service on account of such defect, default or condition, whichever occurs first.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse℠

Failure to Supply Limitation

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following exclusion:

Failure to Supply

This insurance does not apply to any liability arising out of any **Insured's** complete or partial failure to supply gas, oil, water, electricity or steam.

However, this exclusion will not apply if:

1. **Insured's** complete or partial failure to supply gas, oil, water, electricity or steam is caused by an **Occurrence**; and

2. the combined capacity of the **Insured's** installed production facilities and contractual supply arrangements is equal to or greater than one hundred and ten percent (110%) of the electricity demand or one hundred percent (100%) of the gas, oil, water or steam demand (whichever demand is applicable) immediately preceding such failure, on the **Insured's** gas, oil, water, electric or steam system.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse℠

Notice of Occurrence

This policy is amended as follows:

Section VI. CONDITIONS, Paragraph G. **Duties in the Event of an Occurrence, Claim or Suit** is amended to include the following provision:

5. Your failure to give first report of a claim to us will not invalidate coverage under this policy if the loss was inadvertently reported to another Insurer. However, you will report any such **Occurrence** to us within a reasonable time once you become aware of such error.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Silica Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

Any liability arising out of **Silica, Silica** fiber(s) or **Silica Dust** or any product(s) containing **Silica, Silica** fiber(s) or **Silica Dust.**

Section VII. DEFINITIONS is amended to include the following additional definitions:

Silica means:

1. The substance commonly known as **Silica**; and
2. Any substance or product which has the same or substantially similar chemical formulation, structure or function as **Silica**, by whatever name manufactured, formulated, structured, sold or distributed.

Silica Dust means:

1. Dust comprising of **Silica** only; and
2. Dust comprising of **Silica** mixed with other dust or fiber(s) including, but not limited to, asbestos fibers.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

NEW JERSEY
CANCELLATION/NONRENEWAL ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is hereby understood and agreed that the cancellation provision of this policy is amended as follows:

> "Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline(s) which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the Insured. The underwriting reasons or guidelines that an Insurer can use to cancel or nonrenew this policy are maintained by the Insurer in writing and will be furnished to the Insured and/or the Insured's lawful representative upon written request.
>
> This shall not apply to any policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy."

All other policy terms and conditions not inconsistent with the terms of this endorsement remain unchanged.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Fungus Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

Bodily Injury, Property Damage or **Personal Injury and Advertising Injury** or any other loss, injury, damage, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

a. Any **Fungus(l), Molds(s)**, mildew or yeast, or

b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(l), Mold(s)**, mildew or yeast, or

c. Any substance, vapor , gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(l), Mold(s)**, mildew or yeast, or

d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(l), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

Section VII. DEFINITIONS is amended to include the following additional definitions:

Fungus(l) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(l), Mold(s)**, mildew, plants, organisms or microorganisms.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Miscellaneous Changes Endorsement

This policy is amended as follows:

SECTION I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY, Paragraphs C. and D. are deleted in their entireties and replaced by the following:

C. 1. This policy applies to **Bodily Injury** or **Property Damage,** only if prior to the **Policy Period,** no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M.. of Section VII, no executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence,** claim or **Suit,** knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If such an **Insured,** or authorized employee knew, prior to the **Policy Period,** that the **Bodily Injury** or **Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period.**

2. **Bodily Injury** or **Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period,** known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the **Policy Period.**

D. **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII, any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee who was authorized by you to give or receive notice of an **Occurrence,** claim or **Suit:**

1. reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;

2. receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage;** or

3. becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.

SECTION III. DEFENSE, is amended as follows:

83864 (02/04)
AH1266
© 2004 American International Group, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Paragraph A.1. is deleted and replaced by the following:

1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted; or

Paragraph C. 2. d. is deleted and replaced by the following:

d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;

SECTION IV. LIMITS OF INSURANCE is amended as follows:

Paragraph F. is deleted and replaced by the following:

F. This policy applies only in excess of the **Retained Limit.** If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:

1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or

2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

Paragraph G. is deleted and replaced by the following:

G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:

1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and

2. in the event of exhaustion, continue in force as underlying insurance.

Paragraph M.1. is deleted and replaced by the following:

1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable, **Other Insurance** have been exhausted by the payment of **Loss**; or

SECTION V. EXCLUSIONS, is amended as follows:

Paragraph I. **Employees and Volunteers** is amended to include the following additional Paragraph:

Paragraphs 1., 2. and 3. shall not apply to any liability arising out of **Bodily Injury or Personal Injury and Advertising Injury** if such coverage is provided by **Scheduled Underlying Insurance.** Coverage under this policy for **Bodily Injury** or **Personal Injury and Advertising Injury** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance,** subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance.**

83864 (02/04) ©2004 American International Group, Inc.
AH1266 Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Paragraph K. **Expected or Intended Injury** is deleted and replaced by the following:

K. **Expected or Intended Injury**

This insurance does not apply to **Bodily Injury** and **Property Damage** expected or intended from the standpoint of the **Insured.** However, this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

Paragraph M. **Liquor Liability** is deleted and replaced by the following:

M. **Liquor Liability**

This insurance does not apply to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;

2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion will not apply if coverage is provided for such **Bodily Injury** or **Property Damage** by **Scheduled Underlying Insurance**.

Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

Paragraph P. **Nuclear Liability** is amended as follows:

Subparagraph 1.c. is deleted and replaced by the following

c. **Bodily Injury** or **Property Damage** resulting from the hazardous properties of nuclear material if:

i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;

ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or

iii) the **Bodily Injury** or **Property Damage** arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **Property Damage** to such nuclear facility and any property thereat.

83864 (02/04)
AH1266
©2004 American International Group, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Paragraph **W. War** is deleted and replaced by the following:

W. War.

This insurance does not apply to **Loss**, costs, injury, damage, claim, dispute and/or or suit arising therefrom, caused directly or indirectly, in whole or in part, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes:

1. Civil war; or

2. Armed conflict between two or more nations, armed conflict between military forces of any origin, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION VI. CONDITIONS is amended as follows:

Paragraph D. Cancellation, subparagraph 2. is deleted and replaced by the following:

2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.

Paragraph E. **Change in Control**, the last sentence is deleted and replaced with the following:

Coverage will be afforded by this policy **for Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named Insured** notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the **Named Insured** fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth 90th day after the effective date of such transaction at 12:01 am standard time of the address of the **Named Insured** shown in Item 1 of the Declarations or the end of the **Policy Period**, whichever is earlier.

The provisions of paragraph E. shall only apply to transactions with third parties not under control or ownership of the **Named Insured** on the inception date of this policy.

Paragraph O. **Transfer of Rights of Recovery**, subparagraph 3. is deleted and replaced by the following:

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

SECTION VII. DEFINITIONS is amended as follows:

Paragraph C. **Bodily Injury** is deleted and replaced by the following:

83864 (02/04)
AH1266
©2004 American International Group, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

Paragraph M. **Insured**, is amended as follows:

Subparagraph 2b. is deleted and replaced by the following:

b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

The last paragraph is deleted and replaced by the following:

Notwithstanding any of the above:

a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and

b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance.** This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph R. 2 and 3.

Paragraph P. **Loss** is deleted and replaced by the following:

P. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance,** then Loss shall include such expenses.

Paragraph R. **Named Insured** is deleted and replaced by the following:

R. **Named Insured** means:

1. any person or organization designated in Item 1 of the Declarations;

2. as of the inception date of this policy, any organization in which you maintain an interest of more than fifty percent (50%), provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:

   a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

   b. you give us prompt notice after you acquire or form such organization.

   Subject to the provisions of Paragraphs 3a. and 3b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

83864 (02/04)
AH1266
©2004 American International Group, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**.

You agree that any organization to which paragraphs 2. and 3. above apply, will be required to be included as an **Insured** under applicable **Scheduled Underlying Insurance**. If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an **Insured**, under the highest applicable limit of **Scheduled Underlying Insurance**.

Paragraph T. **Other Insurance** is deleted and replaced by the following:

T. **Other Insurance** means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (Where Applicable)

83864 (02/04)
AH1266
©2004 American International Group, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Duties in the Event of an Occurrence, Claim or Suit and Schedule A - Approved Crisis Management Firms

Solely as respects coverage provided by **Section II INSURING AGREEMENT - CRISISRESPONSE℠ AND EXCESS CASUALTY CRISIS FUND®**, the following conditions are added to Section VI. Conditions, Paragraph G. Duties in the Event of an Occurrence, Claim or Suit:

You must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse Costs** and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-AIG-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

1. how, when and where the **Crisis Management Event** is taking or took place;
2. the names and addresses of any injured persons and any witnesses; and
3. the nature and location of any injury or damage arising out of the **Crisis Management Event**.

Written notice should be mailed or delivered to:

AIG Technical Services, Inc.
Excess Casualty Claim Department
175 Water Street
New York, NY 10038

SCHEDULE A

APPROVED CRISIS MANAGEMENT FIRMS

The following firms are approved **Crisis Management Firms:**

Crisis Communications Management Firms:

FIRM/ADDRESS	CONTACT/TELEPHONE	EMERGENCY TELEPHONE
Abernathy MacGregor Group		
New York Office 501 Madison Avenue New York, NY 10022 ww.abmac.com	James T. MacGregor Tel. (212) 371-5999 Cell (212) 593-1845 jtm@abmac.com	**Emergency Only** Tel. (212) 343-0818 Cell (917) 449-9964
	Rhonda Barnat, Managing Director Tel. (212) 371-5999 Cell (212) 593-1845 rb@abmac.com	**Emergency Only** Cell (917) 912-6378
Los Angeles Office 611 West Sixth Street Suite 1880 Los Angeles, CA 90017	Ian D. Campbell Tel. (213) 630-6550 Cell (213) 489-3443 idc@abmac.com	**Emergency Only** Tel. (818) 957-5650 Cell (917) 940-3476
Citigate Sard Verbinnen		
New York Office 630 Third Avenue New York, NY 10017 www.sardverb.com	George Sard Tel. (212) 687-8080 Fax (212) 687-8344 gsard@sardverb.com	**Emergency Only** Contact switchboard @ (212) 687-8080
	Paul Verbinnen Tel. (212) 687-8080 Fax (212) 687-8344 pv@sardverb.com	
Hill and Knowlton		
New York Office 466 Lexington Avenue 3rd Floor New York, NY 10017 www.hillandknowlton.com	Richard C. Hyde Tel. (212) 885-0372 Cell (917) 816-2208 Fax: (212) 885-0570 dhyde@hillandknowlton.com	**Emergency Only** H&K Crisis Pager (888) 264-5193 24 Hours/7 Days

FIRM/ADDRESS	CONTACT/TELEPHONE	EMERGENCY TELEPHONE

Hill and Knowlton Continued

Arthur Forster
Tel. (212) 885-0442
Pager: 888-614-8692
Fax: (212) 885-0570
aforster@hillandknowlton.com

Lexicon Communications Corp.

Los Angeles Office
9200 Sunset Blvd.
Suite 1203
Los Angeles, CA 90069
www.crisismanagement.com

Steven B. Fink
Tel. (213) 346-1212
Cell (626) 253-1519
sfink.lexiconcorp.com

Emergency Only

Contact switchboard at
(213) 346-1200,ext. 225

PR21 (A Division of Edelman Worldwide)

New York Office
79 Fifth Avenue, 17th Fl.
New York, NY 10003

www.pr21.com

Jon Goldberg
Tel. (212) 299-8952
Fax (212) 462-1026/7
jon.goldberg@pr21.com

Emergency Only

Cell (973) 699-7148
Pager (877) 386-8115

Robinson Lerer & Montgomery

New York Office
75 Rockefeller Plaza
6th Floor
New York, NY 10019

www.rlmnet.com

Michael J. Gross
Tel. (212) 484-7721
Cell (917) 853-0620
Fax (212) 484-7411
Mgross52@aol.com

Emergency Only

Contact switchboard@
(212) 484-6100

Sitrick and Company Inc.

Los Angeles Office
1840 Century Park East
Suite 800
Los Angeles, CA 90067

www.sitrick.com

Michael S. Sitrick
Tel. (310) 788-2850
Fax (310) 788-2855
mike.sitrick@sitrick.com

Emergency Only
(310) 358-1011

24 hours/7 days

New York Office
675 Third Ave
31st Floor
New York, NY 10017

Richard Wool
Tel. (212) 573-6100
Fax (212) 573-6165

FIRM/ADDRESS	CONTACT/TELEPHONE	EMERGENCY TELEPHONE

Investigative Firms:

Abernathy MacGregor Frank- contact numbers same as above

New York Office
501 Madison Avenue
New York, NY 10022

Emergency
(212) 688-0926
(917) 593-1845

Los Angeles Office
611 West Sixth Street
Suite 1880
Los Angeles, CA 90017

Emergency
(818) 957-5650
(917) 940-3476

Hill & Knowlton- Contact numbers same as above

New York Office
466 Lexington Avenue
3rd Floor
New York, NY 10017

Emergency
Contact switchboard @
(212) 885-0300

Contact: Denise DeShane
Tel. (212) 885-0390
Fax. (212) 885-0570

Emergency
Contact switchboard @
(212) 885-0300

Contact: Alex Goldsmith
Tel. (212) 885-0467
Fax. (212) 885-0570

Emergency
1-800-GET-KROL
World Wide Crisis Division
24 hours/7days

Kroll Associates

New York Office
900 Third Avenue
New York, NY 10022

Contact: Mary Jo Phillips
Tel. (212) 833-3246
Fax. (212) 644-5794

Lexicon Communications Corp.

Los Angeles Office
333 South Grand Avenue
Suite 3560
Los Angeles, CA 90071

Contact: Steven B. Fink
Tel. (213) 346-1212
Fax. (213) 346-1210
sfink@lexiconcorp.com

Emergency
Contact Switchboard @
(213) 346-1200

Robinson Lerer & Montgomery

New York Office
75 Rockefeller Plaza
6th Floor
New York, NY 10019

Contact: Michael J. Gross
Tel. (212) 484-6100
Fax. (212) 484-7411

Emergency
Contact switchboard @
(212) 484-6100

FIRM/ADDRESS	CONTACT/TELEPHONE	EMERGENCY TELEPHONE
Sarb Verbinnen & Co. - contact numbers same as above for Citigate Sard Verbinnen		
New York Office 630 Third Avenue New York, NY 10017	Contact: George Sard Tel.(212) 687-8080 Fax (212) 687-8344	Emergency Contact switchboard @ (212) 687-8080
Sitrick and Company Inc. - contact numbers same as above		
Los Angeles Office 2029 Century Park East Suite 1750 Los Angeles, CA 90067	Contact: Michael S. Sitrick Tel. (310) 788-2850 Fax (310) 788-2855	Emergency (310) 319-2786 24 hours/7days

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy With CrisisResponse®

Economic or Trade Sanctions Condition Endorsement

This policy is amended as follows:

Section VI. CONDITIONS is amended to include the following additional condition:

Economic or Trade Sanctions

If coverage for a claim or **Suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

87068 (11/04)
AH1445

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Lead Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Lead

This insurance does not apply to any liability arising out of lead or any product(s) containing lead.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Retained Limit Amendatory Endorsement

This policy is amended as follows:

Solely as respects coverages listed in the Schedule of Retained Limits, the following shall apply:

1. The **DECLARATIONS, ITEM 5. SELF INSURED RETENTION** is deleted in its entirety.
2. **Section IV. LIMITS OF INSURANCE**, Paragraphs B., G., H. and M. are deleted in their entireties and replaced by the following:

   B. The General Aggregate Limit is the most we will pay for all damages covered under this policy except:

      1. Damages included within the **Products-Completed Operations Hazard**; and

      2. Damages because of **Bodily Injury** or **Property Damage** to which this insurance applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto.**

   G. If the total applicable Retained Limit(s) listed in the Schedule of Retained Limits are reduced or exhausted by payment of Loss to which this policy applies, we will:

      1. in the event of reduction, pay in excess of the remaining underlying **Retained Limits**; or

      2. in the event of exhaustion of the underlying **Retained Limits**, continue in force as underlying insurance.

   H. **Defense Expenses** will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if the amount of applicable **Retained Limit** over which this policy applies immediately in excess is specifically designated in the Schedule of Retained Limits as including **Defense Expenses**, then solely with respect to coverage afforded by this policy that is subject to such Retained Limit, such **Defense Expenses** will reduce the applicable Limits of Insurance of this policy.

   M. We will not make any payment under this policy unless and until the total applicable **Retained Limit(s)** and any applicable **Other Insurance** have been exhausted by the payment of **Loss** to which this policy applies.

      When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

3. **Section III. DEFENSE PROVISIONS,** Paragraph A. is deleted in its entirety and replaced by the following:

   III. DEFENSE PROVISIONS

A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when the applicable limits listed in the Schedule of Retained Limits have been exhausted by payment of **Loss** to which this policy applies.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

4. **Section V. EXCLUSIONS**, Paragraphs I. and M. are deleted in their entireties, unless amended by separate endorsement to provide otherwise.

5. **Section V. EXCLUSIONS**, Paragraph Q. is amended as follows:

The last two sentences of Paragraph Q. are deleted and the clause "However, Paragraph 1 of this exclusion will not apply if coverage for such Bodily Injury or Property Damage as is described in subparagraphs 1) through 6) below is provided by Scheduled Underlying Insurance:", is deleted in its entirety and replaced by the following:

However, this exclusion will not apply as described in subparagraphs 1) through 6) below:

provided, however, that the above amendments to **Section V. EXCLUSIONS,** Paragraph Q., do not apply if a separate endorsement attached to this policy deletes and replaces **Section V. EXCLUSIONS,** Paragraph Q.

6. **Section VII. DEFINITIONS** is amended to include the following additional definition:

Defense Expenses mean payment(s) allocated to the investigation, settlement or defense of a specific loss, claim or **Suit,** including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit;**
4. Costs taxed against the **Insured** in any claim or **Suit;**
5. Pre-judgment interest awarded against the **Insured;** and
6. Interest that accrues after entry of judgment.

7. **Section VII. DEFINITIONS**, Paragraph D., subparagraph 1. is deleted and replaced by the following:

1. damages covered by this policy that are in excess of the **Retained Limit;** and

8. **Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional subparagraph:

8. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, including **Your Work** and **Your Product,** or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

   a. The coverages and Limits of Insurance of this policy, or

   b. The coverage and Limits of Insurance required by said contract or agreement.

However, no such person or organization is an **Insured** by virtue of this provision 8. of this Paragraph M. of Section VII. if such person or organization is a partnership, joint venture or limited liability company of which the **Named Insured** is a partner or member, or is a partner or member of such partnership, joint venture or limited liability company.

9. **Section VII. DEFINITIONS**, the phrase "Notwithstanding any of the above:" and subparagraphs a. and b. thereunder appearing at the end of Paragraph M. are deleted in their entireties and replaced by the following:

   Notwithstanding any of the above provisions 1. through 7. of this Paragraph M. of Section VII., no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated **as a Named Insured** in Item 1 of the Declarations.

10. **Section VII. DEFINITIONS**, Paragraph P. is deleted in its entirety and replaced by the following:

    P. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if the applicable **Retained Limit** is specifically designated in the Schedule of Retained Limits as including **Defense Expenses**, then **Loss** shall include such **Defense Expenses.**

11. **Section VII. DEFINITIONS**, Paragraph R. is deleted in its entirety and replaced by the following:

    R. **Named Insured** means:

    1. any person or organization designated in Item 1 of the Declarations;

    2. as of the inception date of this policy, any organization in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

    3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:

       a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

       b. you give us prompt notice after you acquire or form such organization.

    Subject to the provisions of Paragraphs 3a. and 3b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

    We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period.**

12. **Section VII. DEFINITIONS**, Paragraph Z. is deleted in its entirety and replaced by the following:

    Z. **Retained Limit** means the applicable limit(s) listed in the Schedule of Retained Limits.

    The **Retained Limit(s)** listed in the Schedule of Retained Limits will apply whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance.** If there is **Scheduled Underlying Insurance** or **Other Insurance** applicable to a **Loss**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Retained Limit.** Furthermore:

    a. If the applicable **Retained Limit** is specifically designated in the Schedule of Retained Limits as including **Defense Expenses,** then amounts received through **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured** for the payment of **Defense Expenses** shall reduce the **Retained Limit.**

b. If the applicable **Retained Limit** is not specifically designated in the Schedule of Retained Limits as including **Defense Expenses**, then amounts received through **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured** for the payment of **Defense Expenses** shall not reduce the **Retained Limit**.

13. **Section VI. CONDITIONS,** Paragraphs A. and C. are deleted in their entireties and replaced by the following:

A. **Appeals**

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable **Retained Limit(s)**, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

C. **Bankruptcy or Insolvency**

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation within a **Retained Limit.**

14. If another endorsement attached to this policy states specifically that the provisions therein supercede any other terms, definitions, conditions, and exclusions of any language in this policy or its endorsements, then the provisions of such other endorsement apply irrespective of anything to the contrary in the provisions of this endorsement. In all other cases, the provisions of this endorsement apply notwithstanding anything to the contrary in the other terms, definitions, conditions, and exclusions terms and conditions of this policy.

All other terms, definitions, conditions and exclusions remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

Schedule of Retained Limits

Coverage(s)	Retained Limit(s)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Employee Benefits Liability Coverage Endorsement

This policy is amended as follows:

Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY is amended to include the following additional provision:

> We will pay on behalf of the **Insured** those sums in excess of the Schedule of Retained Limits that the **Insured** becomes legally obligated to pay because of any **Claim** made against the **Insured** due to any **Wrongful Act** of the **Insured**, or any other person for whose acts the **Insured** is legally liable, in the **Administration** of the **Insured's Employee Benefits Programs.**

Section V. EXCLUSIONS is amended to include the following additional exclusions:

1. This insurance does not apply to any loss arising out of any dishonest, fraudulent, criminal or malicious act or omission committed by any **Insured.**

2. This insurance does not apply to any loss arising out of any discrimination or humiliation committed by any **Insured.**

3. This insurance does not apply to any loss arising out of failure of performance of contract by an insurer.

4. This insurance does not apply to any claim based upon:

   a. failure of any investment(s), including but not limited to stock, to perform as represented by any **Insured;** or

   b. advice given by an **Insured** to an employee to participate in any investment plan, including but not limited to stock subscription plans.

5. This insurance does not apply to any loss for which the **Insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 (including, but not limited to, amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability and Accountability Act of 1996, the Newborns' and Mothers' Health Protection Act of 1996, the Mental Health Parity Act of 1996, and the Women's Health and Cancer Rights Act of 1998), and including any amendments or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world.

6. This insurance does not apply to any claim alleging or arising out the same **Wrongful Act** or series of continuous, repeated or related **Wrongful Acts** or alleging the same or similar facts, alleged or contained in any claim which has been reported, or any **Wrongful Act** of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time.

7. This insurance does not apply to any claim alleging or arising out of the printing of financial statements, coupons, awards or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance.

8. This insurance does not apply to any claim alleging or arising out of any financial loss, loss of profits, inadequate value, diminution in value or out of pocket expenses.

Section VII. DEFINITIONS is amended to include the following additional definitions:

Administration means:

1. giving counsel to employee with respect to the **Employee Benefits Programs;**
2. interpreting the **Employee Benefits Programs;**
3. handling of records in connection with the **Employee Benefits Programs;** or
4. effecting enrollment, termination or cancellation of employees under the **Employee Benefits Programs,** provided all are acts are authorized by the **Named Insured.**

Employee Benefits Programs means:

1. group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, provided that no one other than an employee may subscribe to such insurance or plans;
2. workers' compensation, unemployment insurance, social benefits, disability benefits; and
3. any other similar employee benefits instituted after the effective date of this endorsement provided we are notified within thirty (30) days after the institution of such benefits.

Wrongful Act means any act, error or omission in the **Administration** of the **Employee Benefits Program.**

All other terms, definitions, conditions and exclusions remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Knowledge of Occurrence Endorsement

This policy is amended as follows:

Notwithstanding any provision(s) in this Policy to the contrary, and solely as respects any loss reporting requirements under this Policy, it is understood that knowledge of **Occurrence** by the agent, servant or employee of the **Insured** or any other person shall not in itself constitute knowledge by the **Insured**, unless the Risk Manager or Risk Management Department received notice from said agent, servant, employee or any other person.

All other terms, definitions, conditions and exclusions remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Violation of Communication or Information Law Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Violation of Communication or Information Law

This insurance does not apply to any liability arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

It is understood that to the extent any coverage may otherwise be available under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions and exclusions remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Uninsured/Underinsured Motorists Coverage Endorsement

THIS ENDORSEMENT APPLIES TO A COVERED AUTO REGISTERED OR PRINCIPALLY GARAGED IN THE FOLLOWING STATE(S) (where indicated by an "X")

The Declarations ITEM 3. LIMITS OF INSURANCE is amended to include the following additional provisions:

Applicable Uninsured/Underinsured Each Occurrence Limit(s)

X	**VERMONT**	**Bodily Injury and Property Damage Combined Single Limit** $100,000

And, if Uninsured/Underinsured Motorist Coverage has been selected under this policy:

Applicable Uninsured/Underinsured Each Occurrence Limit(s)

	FLORIDA	**Bodily Injury**
	WEST VIRGINIA	**Bodily Injury and Property Damage Combined Single Limit**

And, if Uninsured/Underinsured Motorist Coverage has not been rejected under this policy:

Applicable Uninsured/Underinsured Each Occurrence Limit(s)

	LOUISIANA	**Bodily Injury Limit**
	NEW HAMPSHIRE	**Bodily Injury Limit**

Uninsured/Underinsured Motorists Retained Limit $

INSURING AGREEMENT

Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY is amended to include the following additional provisions:

1. We will pay all sums in excess of the **Uninsured/Underinsured Motorists Retained Limit** the **Insured** is legally entitled to recover as compensatory damages from the owner or operator of:

   a. An **Uninsured Motor Vehicle** as defined in Definition 4.a., 4.b. and 4.c. of this endorsement because of **Bodily Injury** sustained by the **Insured**, or **Property Damage** and caused by an **Occurrence**, and

   b. An **Uninsured Motor Vehicle** as defined in Definition 4.d. of this endorsement because of **Bodily Injury** sustained by any **Insured**, or **Property Damage**.

   The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the **Uninsured Motor Vehicle**.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

2. We will pay under this coverage only if a. or b. below applies:

   a. The limits of any applicable liability bonds or policies of the **Uninsured Motor Vehicle** have been exhausted by judgments or payments; or

   b. A tentative settlement has been made between an **Insured** and the insurer of the vehicle described in paragraph b. of the definition of **Uninsured Motor Vehicle** of this endorsement and we:

      1) Have been given prompt written notice of such settlement; and

      2) Advance payment to the **Insured** in an amount equal to the tentative settlement within 90 days after receipt of notification.

3. Any judgment for damages arising out of a **Suit** brought without our written consent is not binding upon us.

DEFENSE

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section III. DEFENSE PROVISIONS** is hereby deleted in its entirety and replaced by the following:

1. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury** or **Property Damage** covered by this policy, even if the **Suit** is groundless, false or fraudulent when the **Uninsured/Underinsured Motorists Retained Limit** has been exhausted by payment of **Loss** to which this policy applies.

   If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

2. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury** or **Property Damage** to which this insurance does not apply.

3. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:

   a. Investigate, negotiate and settle the **Suit** as we deem expedient; and

   b. Pay the following supplementary payments:

      1) premiums on bonds to release attachments for amounts not exceeding our Limits of Insurance, but we are not obligated to apply or furnish any such bond;

      2) premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

      3) all court costs taxed against the **Insured** in the **Suit**;

      4) pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make a settlement offer, we will not pay any pre-judgment interest accruing after we make such offer;

      5) post-judgment interest that accrues after entry of judgment on that part of the judgement within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and

AH1625 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

6) the **Insured's** expenses incurred at our request or with our consent.

4. Except as provided in Paragraph 1. above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

5. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph 3. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

LIMITS OF INSURANCE

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section IV. LIMITS OF INSURANCE** is amended to include the following additional provisions:

1. Regardless of the number of covered **Autos, Insureds**, premiums paid, claims made or vehicles involved in the **Occurrence**, the most we will pay for all damages resulting from any one **Occurrence** are the Limits of Insurance shown in Item 3. of the Declarations (as amended in this endorsement).

2. With respect to coverage provided under Paragraph 4.b. of the definition of **Uninsured Motor Vehicle**, the Limit of Insurance shall be reduced by all sums paid for **Bodily Injury** or **Property Damage** by or on behalf of anyone who is legally responsible.

3. **Uninsured/Underinsured Motorists Retained Limit**

   This policy applies only in excess of an **Uninsured/Underinsured Motorists Retained Limit** and then up to an amount not exceeding the Uninsured/Underinsured Motorists Each Occurrence Limit as stated in the Declarations (as amended in this endorsement), subject to the provisions stated in 1. and 2. above.

   This **Uninsured/Underinsured Motorists Retained Limit** shall not be reduced or exhausted by **Defense Expenses**.

   This **Uninsured/Underinsured Motorists Retained Limit** shall apply whether or not the **Insured** maintains applicable underlying insurance. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured** applicable to a **Loss**, amounts received through **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured** for payment of the **Loss** may be applied to reduce or exhaust the **Uninsured/Underinsured Motorists Retained Limit**. However, in no event will amounts received through **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured** for the payment of **Defense Expenses** reduce the **Uninsured/Underinsured Motorists Retained Limit.**

   Where the Uninsured/Underinsured laws of the state of West Virginia apply, this **Uninsured/Underinsured Motorists Retained Limit** applies excess of the statutory minimum amount of Uninsured Motorists Coverage provided by an underlying insurer.

EXCLUSIONS

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section V. EXCLUSIONS**, Exclusion O. is deleted in its entirety and replaced by the following:

O. **"No-Fault" Laws**

   This insurance does not apply to any obligation of the **Insured** under any "No Fault" law.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section V. EXCLUSIONS** is amended to include the following additional exclusions:

1. This insurance does not apply to any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle which is an **Uninsured Motor Vehicle**.

2. This insurance does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. This insurance does not apply to any **Insured** using a vehicle without a reasonable belief that the person is entitled to do so.

4. This insurance does not apply to **Bodily Injury** or **Property Damage** sustained by:

   a. An individual **Named Insured** while **Occupying** or when struck by any vehicle owned by that **Named Insured** that is not a covered **Auto** for Uninsured Motorists Coverage under this endorsement;

   b. Any **Family Member** while **Occupying** or when struck by any vehicle owned by that **Family Member** that is not a covered **Auto** for Uninsured Motorists Coverage under this endorsement; or

   c. Any **Family Member** while **Occupying** or when struck by any vehicle owned by the **Named Insured** that is insured for Uninsured Motorists Coverage under any other policy.

5. This insurance does not apply to punitive or exemplary damages.

6. This insurance does not apply to **Property Damage** to an **Auto** or to property contained in an **Auto** owned by the **Named Insured** which is not a covered **Auto**.

7. This insurance does not apply to **Property Damage** for which the **Insured** has been or is entitled to be compensated by other property or physical damage insurance.

CONDITIONS

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, Condition L. **Other Insurance** under **Section VI. CONDITIONS** is deleted in its entirety and replaced by the following:

L. **Other Insurance**

Any insurance we provide under this endorsement will be excess to the total limits of any **Other Insurance** paid or available for payment to an **Insured**, except other applicable Uninsured/Underinsured Motorist Coverage written to be excess of this policy.

If there is other applicable Uninsured/Underinsured Motorist Coverage under any other policy issued to the **Named Insured** by us, the maximum recovery for damages may equal but not exceed the highest applicable limit of insurance under any one policy.

If there is other applicable excess Uninsured/Underinsured Motorist Coverage available under more than one policy, then the following priorities of coverage apply:

1. A policy covering as excess, umbrella, or similar insurance, a motor vehicle **Occupied** by the injured person or a policy covering, as excess, umbrella, or similar insurance, a pedestrian as a **Named Insured**.

2. A policy covering as excess, umbrella, or similar insurance, a motor vehicle **Occupied** by the injured person or a policy covering, as excess, umbrella, or similar insurance, a pedestrian as an **Insured** other than as a **Named Insured**.

3. A policy not covering a motor vehicle **Occupied** by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as a **Named Insured**.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

4. A policy not covering a motor vehicle **Occupied** by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as an **Insured** other than as a **Named Insured**.

We will pay only our share of the **Loss** that must be paid under insurance providing umbrella or excess coverage. Our share is the proportion that our limit of liability bears to the total of all applicable limits of all the policies applicable on the same level of priority.

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, Condition G. **Duties In the Event of an Occurrence, Claim Or Suit** under **Section VI. CONDITIONS** is amended to include the following additional provisions:

G. Specifically as respects to any **Occurrence** which may result in a Uninsured/Underinsured Motorist claim for coverage under this policy:

a. You must promptly notify the police if a hit-and-run driver is involved, and

b. You must promptly send us copies of the legal papers if a **Suit** is brought.

c. A person seeking Uninsured/Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the **Insured** and the insurer of the vehicle described in Paragraph 4.b. of the definition of **Uninsured Motor Vehicle** and allow us 90 days to advance payment to that **Insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph 4.b. of the definition of **Uninsured Motor Vehicle.**

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, Condition P. **Transfer of Your Rights and Duties** under **Section VI. CONDITIONS** is amended to include the following additional provisions:

P. If we make any payment and the **Insured** recovers from another party, the **Insured** shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, where the Uninsured/Underinsured laws of the state of Louisiana apply, if we make any payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we shall be subrogated to that right. However, our right to recover is subordinate to the right of the **Insured** to be fully compensated.

Our rights do not apply under this provision with respect to Uninsured/Underinsured Motorists Coverage if we:

a. Have been given prompt written notice of a tentative settlement between an **Insured** and the insurer of a vehicle described in Paragraph 4.b. of the definition of **Uninsured Motor Vehicle**; and

b. Fail to advance payment to the **Insured** in an amount equal to the tentative settlement within 90 days after receipt of notification.

If we advance payment to the **Insured** in an amount equal to the tentative settlement within 90 days after receipt of notification:

a. That payment will be separate from any amount the **Insured** is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and

b. We also have a right to recover the advanced payment.

For the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section VI. CONDITIONS** is amended to include the following additional conditions:

Arbitration (Not applicable where the Uninsured/Underinsured laws of West Virginia or Louisiana apply)

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

1. If we and an **Insured** disagree whether the **Insured** is legally entitled to recover damages from the owner or driver of an **Uninsured Motor Vehicle** or do not agree as to the amount of damages that are recoverable by that **Insured**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to the arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

2. Unless both parties agree otherwise, arbitration will take place in the county in which the **Insured** lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Conformance to "Uninsured Motorist" and/or "Underinsured Motorist" Law

To the extent any term of this policy conflicts with any applicable Uninsured/Underinsured law, the term shall be deemed amended so as to conform to minimum requirements of that law. However, under no such circumstance shall any term be amended to be broader than the minimum requirements of that law.

DEFINITIONS

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, Definition M. **Insured** under **Section VII. DEFINITIONS** is deleted in its entirety and replaced by the following:

M. **Insured** means:

If the **Named Insured** is designated in the Declarations as:

a. An individual, then only the following are **Insureds:**

1) The **Named Insured** and any **Family Members.**

2) Anyone else occupying a covered **Auto** or a temporary substitute for a covered **Auto.** The covered **Auto** must be out of service because of its breakdown, repair, servicing, **Loss** or destruction.

3) Anyone for damages he or she is entitled to recover because of **Bodily Injury** sustained by another **Insured.**

b. A partnership, limited liability company, corporation or any other form of organization, then the following are **Insureds:**

1) Anyone occupying a covered **Auto** or a temporary substitute for a covered **Auto.** The covered **Auto** must be out of service because of its breakdown, repair, servicing, **Loss** or destruction;

2) Anyone for damages he or she is entitled to recover because of **Bodily Injury** sustained by another **Insured.**

For the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, Definition Y. **Property Damage** under **Section VII. DEFINITIONS** is deleted in its entirety and replaced by the following:

Y. **Property Damage** means:

Physical injury or destruction of:

a. A covered **Auto**; or

b. Property contained in the covered **Auto.**

AH1625 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

Solely for the purpose of Uninsured/Underinsured Motorist Coverage provided by this endorsement, **Section VII. DEFINITIONS** is amended to include the following additional definitions:

1. **Defense Expenses** means a payment allocated to a specific **Loss**, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

   a. Attorneys' fees and all other investigation, **Loss** adjustment and litigation expenses;

   b. Premiums on bonds to release attachments;

   c. Premiums on appeal bonds required by law to appeal any claim or **Suit**;

   d. Costs taxed against the **Insured** in any claim or **Suit**;

   e. Pre-judgment interest awarded against the **Insured**; and

   f. Interest that accrues after entry of judgment.

2. **Family Member** means a person related to an individual **Named Insured** by blood, marriage or adoption who is a resident of such **Named Insured's** household, including a ward or foster child.

3. **Occupying** and/or **Occupied** means in, upon, getting in, on, out or off.

4. **Uninsured Motor Vehicle** means a land motor vehicle or trailer:

   a. For which no liability bond or policy at the time of an **Occurrence** provides at least the amounts required by the applicable law where a covered **Auto** is principally garaged;

   b. Which is an **Underinsured Motor Vehicle**. An **Underinsured Motor Vehicle** means a land motor vehicle or trailer for which the sum of all liability bonds or policies applicable at the time of an **Occurrence** provides at least the amounts required by the applicable law where a covered **Auto** is principally garaged but their limits are less than the Limit of Insurance of this coverage;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   d. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:

      1) Hit an **Insured**, a covered **Auto** or a vehicle an **Insured** is **Occupying**; or

      2) Cause **Bodily Injury** to an **Insured** without hitting an **Insured**, a covered **Auto** or a vehicle an **Insured** is **Occupying**.

      The facts of the **Occurrence** or intentional act must be proved by independent corroborative evidence, other than the testimony of the **Insured** making a claim under this or similar coverage, unless such testimony is supported by additional evidence.

   However, **Uninsured Motor Vehicle** does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law. However, where the Uninsured/Underinsured laws of the state of Florida apply, Uninsured Motor Vehicle includes any vehicle owned or operated by a self-insurer under any applicable motor vehicle law;

   b. Designed for use mainly off public roads while not on public roads;

AH1625 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

c. Owned by or furnished or available for the **Named Insured's** regular use or that of any **Family Member**, if the **Named Insured** is an individual; or

d. Owned by any governmental unit or agency, unless the owner or operator of the **Uninsured Motor Vehicle** has:

1) An immunity under applicable tort liability law; or

2) A diplomatic immunity.

5. **Uninsured/Underinsured Motorists Retained Limit** means the uninsured/underinsured motorists retained limit specified in Declarations, as amended in this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (Where Applicable)

AH1625 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 2000

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Aircraft and Watercraft Exclusion Amendatory Endorsement
(Amendment of Exclusion A.)

This policy is amended as follows:

Section V. EXCLUSIONS, A. Aircraft and Watercraft is deleted in its entirety and replaced by the following:

A. **Aircraft and Watercraft**

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to a watercraft you do not own that is:

1. less than 50' feet long; and

2. not being used to carry persons or property for a charge.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

89451 (6/05)
AH1671

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Named Peril and Time Element Pollution
Self-Insured Retention Endorsement
(Products-Completed Operations Hazard Version)

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph Q. **Pollution** is deleted in its entirety and replaced by the following:

Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;

2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or

3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants.**

However, Paragraph 1 of this exclusion will not apply to **Bodily Injury** or **Property Damage** arising out of:

i. Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an **Auto** or **Mobile Equipment** or aircraft; or

ii. Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** and included within the **Products-Completed Operations Hazard** provided that **Your Product** or **Your Work** has not at any time been:

(a) discarded, dumped, abandoned, thrown away; or

(b) transported, handled, stored, treated, disposed of or processed as waste;

by anyone; or

iii. Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** that meets all of the following conditions:

(a) It was accidental and neither expected nor intended by the **Insured**. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of pollutants was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third-party **Bodily Injury** or **Property Damage** could occur;

(b) It was demonstrable as having commenced on a specific date during the **Policy Period**;

(c) Its commencement became known to the **Insured** within (30) calendar days;

(d) Its commencement was reported in writing to us within (90) calendar days of becoming known to any officer of the **Insured**; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or Suit; or any **Insured** authorized or responsible to report the commencement; and

(e) Reasonable effort was expended by the **Insured** to terminate the discharge, dispersal, seepage, migration, release or escape of **Pollutants** as soon as conditions permitted.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

i. Any site or location principally used by the **Insured**, or by others on the **Insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;

ii. Any fines or penalties;

iii. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision iii will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;

iv. Acid rain or acid runoff;

v. Clean-up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises which the **Insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or

vi. Any **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury**, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** in knowing violation of or non compliance with governmental permits.

For the purpose of this endorsement only, the SELF-INSURED RETENTION in ITEM 5. of the DECLARATIONS, is amended to include the following additional provision:

$ 26,000,000 Each Occurrence (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This Self-Insured Retention will not be reduced by **Defense Expenses**.

The above Self-Insured Retention applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance**. If there is **Scheduled Underlying Insurance** or **Other Insurance** applicable to a **Loss**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the above Self-Insured Retention.

For the purpose of this endorsement only, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

We will have no duty to defend any **Suit** against the **Insured** until the above **Self-Insured Retention** is exhausted by payment of **Loss**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For the purpose of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definition:

Defense Expenses means a payment allocated to defend a specific **Suit**, including but not limited to:

1. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Court costs taxed against the **Insured** in any **Suit**;
5. Pre-judgment interest awarded against the **Insured**; and
6. Interest that accrues after entry of judgment.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Policy with CrisisResponse®

Act of Terrorism Self-Insured Retention Endorsement

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

The **DECLARATIONS, ITEM** 5. **SELF-INSURED RETENTION** is amended to include the following additional Self-Insured Retention: $26,000,000

ACT OF TERRORISM SELF-INSURED RETENTION - Each **Occurrence** (As respects all liability covered under this policy arising out of any **Act of Terrorism.**) The **Act of Terrorism Self-Insured Retention** will not be reduced or exhausted by **Defense Expenses.**

ITEM 6. OF THE DECLARATIONS, PREMIUM AND PREMIUM COMPUTATION is amended to include the following:

ACT OF TERRORISM PREMIUM $ 9,996.00

Section IV. LIMITS OF INSURANCE, is amended to include the following additional provision:

The **Act of Terrorism Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured.** If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured,** amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Act of Terrorism Self-Insured Retention.** However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Act of Terrorism Self-Insured Retention.**

Section III. DEFENSE PROVISIONS, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

A. We will have no duty to defend any **Suit** against the **Insured.** We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section VII. DEFINITIONS is amended to include the following additional definition:

Act of Terrorism means:

1. any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or

2. the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Defense Expenses means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Industrial Aid Aircraft Limitation Endorsement

This policy is amended as follows:

ITEM 3. LIMITS OF INSURANCE of the **DECLARATIONS** is amended to include the following additional **Self-Insured Retention:** $100,000,000

$ **Industrial Aid Aircraft Self-Insured Retention**/Each Occurrence. (As respects claims and **Suits** seeking damages for **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance use, or entrustment to others of any **Industrial Aid Aircraft** owned or operated by or rented or loaned to any **Insured.** Use includes operation and loading and unloading).

For the purpose of this endorsement only, **Section III. DEFENSE PROVISIONS,** Paragraphs A. 1. and A. 2., and D. are deleted in their entirety, and paragraph A. is replaced by the following:

We will have no duty to defend any **Suit** against the **Insured.** We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section IV. LIMITS OF INSURANCE, is amended to include the following additional provision:

The **Industrial Aid Aircraft Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance.** If there is **Scheduled Underlying Insurance** or **Other Insurance** applicable to the **Loss,** amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Industrial Aid Aircraft Self-Insured Retention.** However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Industrial Aid Aircraft Self-Insured Retention.**

The **Industrial Aid Aircraft Self-Insured Retention** will not be reduced by **Defense Expenses.**

For the purpose of this endorsement only and solely with respect to any and all references to aircraft, **Section V. EXCLUSIONS,** Paragraph A. is deleted in its entirety and replaced by the following:

A. **Aircraft**

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft owned or operated by or rented or loaned to any **Insured.** Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any **Insured.**

This exclusion does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance use, or entrustment to others of any **Industrial Aid Aircraft** owned or operated by or rented or loaned to any **Insured.** Use includes operation and loading and unloading.

It is understood that any and all references to watercraft in **Section V. EXCLUSIONS,** Paragraph A. remains unchanged, unless amended by separate endorsement.

For the purpose of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definitions:

Defense Expenses means any payment allocated to a specific **Loss,** claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. premiums on bonds to release attachments;
3. premiums on appeal bonds required by law to appeal any claim or **Suit;**
4. costs taxed against the **Insured** in any claim or **Suit;**
5. pre-judgment interest awarded against the **Insured;** and
6. interest that accrues after entry of judgment.

Industrial Aid Aircraft means aircraft with a maximum passenger capacity of twenty (20) persons (including crew) used solely for business travel of employees and their non fee paying passenger guests.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative
or Countersignature (in States Where Applicable)

ZURICH

ZURICH AMERICAN INSURANCE COMPANY
Schaumburg, IL 60196-1056

Policy Number FID 9683435-00

Crime Policy Declarations
Form A

This policy consists of this Declarations Form, the Common Policy Conditions, the Crime General Provisions Form and the Coverage Forms indicated as applicable.
Insured by the Stock Company checked below.

X **ZURICH AMERICAN INSURANCE COMPANY**

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

1. Named Insured American Water Works Company, Inc (see endorsement schedule)	2. Mailing Address 1025 Laurel Oak Road Voorhees, NJ 08043
Producer Name: Willis of Pennsylvania, Inc. Producer No: 10381000	3. Policy Period From: January 1, 2007 To: January 1, 2009 (12:01 A.M. Standard Time at your mailing address shown above.)

*** **IF THE LIMIT OF INSURANCE COLUMN IS LEFT BLANK THERE IS NO COVERAGE**

4. Coverage, Limits of Insurance and Deductible		
Coverage Forms Forming Part of this Policy	Limit of Insurance	Deductible Amount
Form A - Blanket-Employee Dishonesty Coverage	$10,000,000	$100,000
Form B - Forgery or Alteration Coverage	$10,000,000	$100,000
Form C - Theft, Disappearance and Destruction	$10,000,000	$100,000
Form D - Robbery and Safe Burglary	$10,000,000	$100,000
Form F - Computer Fraud/Wire Transfer	$10,000,000	$100,000
Additional Coverage Forms:		
Form Z - Money Orders and Counterfeit Currency	$10,000,000	$100,000
- Credit Card Forgery	$10,000,000	$100,000

5. Endorsements forming part of this policy when issued: See Attached Endorsements

6. Cancellation of Prior Insurance: By acceptance of this Policy you give us notice canceling prior policy or bond Nos. FID the cancellation to be effective at the time this Policy becomes effective.

Countersigned (Date)	By (Authorized Representative)
3/13/2007	Heather Bott

Common Policy Conditions
IL 00 17 11 85
Copyright, Insurance Services Office, Inc., 1982, 1983

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspection and surveys at any time;
2. Give you reports on the conditions we find and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premium we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

The issuing Company identified on the Declarations have caused the Policy to be signed by its United States Manager and Secretary. This Policy will not be valid unless countersigned by an authorized Agent of that Company.

W. H. Bolinder

W. H. Bolinder
United States Manager
ZURICH AMERICAN INSURANCE COMPANY

David Bowers
Secretary
ZURICH AMERICAN INSURANCE COMPANY

CR 10 00 10 90

CRIME GENERAL PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated- otherwise in any Crime Coverage Form, DECLARATIONS or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
   a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
   b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
   c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Consolidation-Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
   a. Any additional persons become "employees"; or
   b. You acquire the use and control of any additional "premises";

   any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:
   a. Give us written notice within 30 days thereafter; and
   b. Pay us an additional premium.
2. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
3. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
4. **Duties in the Event of Loss.-** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
   a. Notify us as soon as possible.
   b. Submit to examination under oath at our request and give us a signed statement of your answers.

c. Give us a detailed, sworn proof of loss within 120 days.

d. Cooperate with us in the investigation and settlement of any claim.

5. **Joint Insured**

a. If more than one Insured is named in the DECLARATIONS, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured,

b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

c . An "employee" of any Insured is considered to be an "employee" of every Insured.

d. If this insurance or any of its coverages is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.

e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

6. **Legal Action Against Us:** You may not bring any legal action against us involving loss:

a. Unless you have complied with all the terms of this insurance: and

b. Until 90 days after you have filed proof of loss with us; and

c. Unless brought within 2 years from the date you discover the loss.

7. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

a. The actual amount of loss; or

b. The sum of the limits of insurance applicable to those coverages.

8. **Loss Sustained During Prior Insurance**

a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

(1) This Insurance became effective at the time of cancellation or termination of the prior insurance; and

(2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

(1) This insurance as of its effective date; or

(2) The prior insurance had it remained in effect,

9. **Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:

a. Partly by this insurance; and

b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

10. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

11. **Other Insurance:** This insurance does not **apply** to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of **'the** loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity.

However, this insurance will not **apply** to the amount **of loss** that is more than the applicable Limit of Insurance shown in the DECLARATIONS.

12. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:

    a. That you own or hold; or

    b. For which you are legally liable.

    However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

13. **Policy Period**

    a. The Policy Period is shown in the DECLARATIONS.

    b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

14. **Records:** You must keep records of all Covered Property so we can verify the amount of any loss.

15. **Recoveries**

    a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

    (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;

    (2) Then to us, until we are reimbursed for the settlement made;

    (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

    b. Recoveries do not include any recovery:

    (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit, or

    (2) Of original "securities" after duplicates of them have been issued.

16. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

17. **Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

18. **Valuation-Settlement**

    a. Subject to applicable Limit of Insurance provision we will pay for:

    (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

    (a) At face value in the "money" issued by that country; or

    (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

    (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

    (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";

    (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Value of the "securities" at the close of business on the day the loss was discovered

or

ii. Limit of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost or repairing the property or "premises"; or

(c) Cost of replacing the property with property of like kind and quality.

We may at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

(1) In the "money" of the country in which the loss occurred; or

(2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

a. Any natural person:

(1) While in your service (and for 30 days after termination of service); and

(2) Whom you compensate directly by salary, wages or commissions; and

(3) Whom you have the right to direct and control while performing services for you; or

b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

(1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Director or trustee except while performing acts coming within the scope of the usual duties of any employee.

2. **"Money"** means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers check, register checks and money orders held for sale to the public.

3. **"Property Other Than Money and Securities"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

CR 00 01 10 90

EMPLOYEE DISHONESTY COVERAGE FORM
(Coverage Form A - Blanket)

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities", and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

   Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
   a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
   b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS:

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
   a. **Employee Canceled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.
   b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
      (1) An inventory computation; or
      (2) A profit and loss computation.
2. **Additional Condition**

   Cancellation As To Any Employee: This insurance is canceled as to any "employee":
   a. Immediately upon discovery by:
      (1) You; or
      (2) Any of your partners, officers or directors not in collusion with the "employee";

      of any dishonest act committed by that "employee" whether before or after becoming employed by you.
   b. On the date specified in a notice mailed to you. That date will be least 30 days after the date of mailing.

      The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
3. **Additional Definitions**

a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

(1) Cause you to sustain loss; and also

(2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:

(a) The "employee"; or

(b) Any person or organization intended by the "employee" to receive that benefit.

b. **"Occurrence"** means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

CR 00 03 01 86

FORGERY OR ALTERATION COVERAGE FORM
(Coverage Form B)

A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

   a. Made or drawn by or drawn upon you;

   b. Made or drawn by one acting as your agent;

   or that are purported to have been so made or drawn.

2. **Covered Causes Of Loss:** Forgery or alteration of, on or in any Covered Instrument.

3. **Coverage Extension**

   Legal Expenses: If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

B. LIMIT OF INSURANCE

The most we will pay for loss in anyone "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. This provision does not apply to legal expenses paid under the Coverage Extension.

D. ADDITIONAL EXCLUSION, CONDITIONS AND DEFINITION

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following:

1. Additional Exclusion

Acts of Employees, Directors, or Trustees: We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, or trustees:

a. Whether acting alone or in collusion with other persons;

or

b. Whether while performing services for you or otherwise.

2. Additional Conditions

a. **Facsimile Signatures:** We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

b. **General Amendment:** As respects this Coverage Form, the words Covered Property in the Crime General Provisions Form mean Covered Instruments.

c. **Proof of Loss:** You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. **Territory:** We will cover loss you sustain anywhere in the world.

The Territory General Condition does not apply to this Coverage Form.

3. Additional Definition

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

CR 00 04 10 90

THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM
(Coverage Form C)

A. COVERAGE

We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss.

1. Section 1. - Inside The Premises

a. Covered Property: "Money" and "securities" inside the "premises" or a "banking premises".

b. Covered Causes of Loss

(1) "Theft"

(2) Disappearance

(3) Destruction

c. Coverage Extensions

(1) Containers of Covered Property: We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted

(a) "Theft" of; or

(b) Unlawful entry into those containers.

(2) Premises Damage: We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.

2. Section 2. - Outside the Premises

a. Covered Property: "Money" and "securities" outside the "premises" in the care and custody of a "messenger".

b. Covered Causes of Loss

(1) "Theft"

(2) Disappearance

(3) Destruction

c. Coverage Extension

Conveyance of Property By Armored Motor Vehicle Company: We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss that you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrences" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount *may* be applied.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:

   a. **Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.

   b. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:

      (1) Acting alone or in collusion with other persons; or

      (2) While performing services for you or otherwise.

   c. **Exchanges or Purchases-** Loss resulting from the giving or surrendering of property in any exchange or purchase.

   d. **Fire:** Loss from damage to the "premises" resulting from fire, however caused.

   e. **Money Operated Devices:** Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

   f. **Transfer or Surrender of Property**

      (1) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

         (a) On the basis of unauthorized instructions: or

         (b) As a result of a threat to do:

            i. Bodily harm to any person; or

            ii. Damage to any property.

      (2) But, this exclusion does not apply under COVERAGE, Section **2.** to loss of Covered Property while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:

         (a) Had no knowledge of any threat at the time the conveyance began; or

         (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

   g. **Vandalism:** Loss from damage to the "premises" or its exterior or to containers of Covered Property by vandalism or malicious mischief.

   h. **Voluntary Parting of Title to or Possession of Property:** Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. **Additional Condition**

   Duties in **the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

3. **Additional Definitions**

   a. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

   b. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".

   c. "Occurrence" means an:

      (1) Act or series of related acts involving one or more persons; or

      (2) Act or event, or a series of related acts or events not involving any person.

   d. "Premises" means the interior of that portion of any building you occupy in conducting your business.

   e. "Theft" means any act of stealing.

CR 00 05 10 90

ROBBERY AND SAFE BURGLARY COVERAGE FORM - PROPERTY OTHER THAN MONEY AND SECURITIES
(Coverage Form D)

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

1. Section I.-Inside The Premises

a. Robbery Of A Custodian

(1) **Covered Property:** "Property other than money and securities" inside the "premises" in the care and custody of a "custodian".

(2) **Property Not Covered:** Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them.

(3) **Covered Cause of Loss:** Actual or attempted "robbery".

(4) **Coverage Extension**

Premises Damage: We will pay for loss from damage to the "premises" or its exterior resulting directly from the Covered Cause of Loss, if you are the owner of the "premises" or are liable for damage to it.

b. Safe Burglary

(1) **Covered Property:** "Property other than money and securities" inside the "premises" in a safe or vault.

(2) **Covered Cause of Loss:** Actual or attempted "safe burglary".

(3) **Coverage Extension**

Premises, Safe and Vault Damage: We will pay for loss from damage to:

(a) The "premises" or its exterior; or

(b) A locked safe or vault located inside the "premises";

resulting directly from the Covered Cause of Loss, if you are the owner of the property or liable for damage to it.

2. Section 2.-Outside The Premises

a. **Covered Property:** "Property other than money and securities" outside the "premises" in the care and custody of a "messenger".

b. **Property Not Covered:** Motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

c. **Covered Cause of Loss:** Actual or attempted "robbery".

d. **Coverage Extension**

Conveyance Of Property By Armored Motor Vehicle Company: We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance. shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance.

In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:

   a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:

      (1) Acting alone or in collusion with other persons; or

      (2) While performing services for you or otherwise.

   b. **Fire:** Loss resulting from fire, however caused, except loss from damage to a safe or vault.

   c. **Transfer or Surrender of Property**

      (1) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the "premises":

         (a) On the basis of unauthorized instructions; or

         (b) As a result of a threat to do:

            i. Bodily harm to any person; or

            ii. Damage to any property.

      (2) But, this exclusion does not apply under COVERAGE, Section 2. to loss of Covered Property while outside the "premises" in the care and custody of a "messenger" if you:

         (a) Had no knowledge of any threat at the time the conveyance began; or

         (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

   d. **Vandalism:** Loss from damage to any property by vandalism or malicious mischief.

2. **Additional Conditions**

   a. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

   b. **Special Limit of Insurance for Specified Property:** We will only pay up to $5,000 for any one "occurrence" of loss of, and loss from damage to:

      (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

      (2) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

3. **Additional Definitions**

   a. **"Custodian"** means you, any of your partners or any "employee" while having care and custody of the property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

   b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".

   c. **"Occurrence"** means an:

      (1) Act or series of related acts involving one or more persons; or

      (2) Act or event, or a series of related acts or events not involving any person.

d. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.

e. **"Robbery"** means the taking of property from the care and custody of a person by one who has:

(1) Caused or threatened to cause that person bodily harm; or

(2) Committed an obviously unlawful act witnessed by that person.

f. **"Safe Burglary"** means the taking of:

(1) Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

(2) A safe or vault from inside the."premises".

g. **"Watchperson"** means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

CR 00 07 10 90

COMPUTER FRAUD COVERAGE FORM
(Coverage Form F)

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "Securities" and "Property Other Than Money and Securities".
2. **Covered Cause of Loss:** "Computer Fraud".

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND

DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
   a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
      (1) Acting alone or in collusion with other persons; or
      (2) While performing services for you or otherwise.
   b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
      (1) An inventory computation; or
      (2) A profit and loss computation.
2. **Additional Conditions**
   a. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.
   b. **Special Limit of Insurance for Specified Property:** We will only pay up to $5,000 for any one "occurrence" of loss of, and loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.
3. **Additional Definitions**
   a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
   b. **"Computer Fraud"** means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises" to a person (other than a "messenger") outside those "premises" or to a place outside those "premises".
   c. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
   d. **"Occurrence"** means an:
      (1) Act or series of related acts involving one or more persons; or

(2) Act or event, or a series of related acts or events not involving any person.

e. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.

f. **"Theft"** means any act of stealing.

WIRE TRANSFER ENDORSEMENT

A. COVERAGE

We will pay for Loss of Covered Property resulting directly from the Covered Cause of Loss:

1. **Covered Property:** "Money and Securities"
2. **Covered Cause of Loss:** "Wire Transfer Communications Fraud"

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount in the Declarations. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. **ADDITIONAL EXCLUSIONS:** We will not pay for loss as specified below:
   a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees" directors, trustees or authorized representatives.
      (1) acting alone or in collusion with other persons, or
      (2) while performing services for you or otherwise.
   b. **Inventory Shortages:** loss, or that part of any loss, the proof of which is dependent upon:
      (1) an inventory computation; or
      (2) a profit and loss computation.
   c. **Computer Fraud:** loss following and directly related to the fraudulent use of any computer or the fraudulent use of or change to any computer program.
2. **ADDITIONAL CONDITIONS:**
   a. **Duties in the Event of Loss:** if you have reason to believe that any loss of Covered Property involves a violation of law, you must notify the police.
   b. **Transfer Agreement:** you will maintain a written agreement with any banking institution authorized to transfer Covered Property at your request which:
      (1) contains a listing of your "employees" who are authorized to initiate wire transfers-,
      (2) requires the banking institution to verify by telephone conversation with your authorized "employees" any electronic or wire transfer instructions communicated by you, other than:
         (a) "prearranged transfers," or
         (b) transfers made through an automated teller machine, before transferring Covered Property;
      (3) requires the banking institution to confirm completed transfers in writing to you within five (5) working days; and
      (4) does not impair your right of action against the banking institution for any loss of Covered Property resulting from failure to exercise reasonable care or to comply with your communication instructions.
3. **ADDITIONAL DEFINITONS**

a. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

b. "Messenger" means you, any or your partners or any "employee" while having care and custody of the property outside the "premises".

c. "Occurrence" means an:

(1) act or series of related acts involving one or more persons; or

(2) act or event, or a series of related acts or events not involving any person.

d. 'Prearranged Transfer' means an electronic transfer which is part of a regular or scheduled series of electronic transfers, authorized by written agreement, to a designated banking institution specifying:

(1) the amount of Covered Property to be transferred; and

(2) account number to be credited.

e. "Premises" means the interior of that portion of any building you occupy in conducting your business.

f. "Theft" means any act of stealing.

g. "Wire Transfer Communication Fraud' means "theft' of Covered Property following and directly related to use of written or verbal instructions which are purported to have been made by you, to fraudulently cause an electronic transfer of that property from 'banking premises" to:

(1) another account, except an account controlled by you, within the 'banking premises", or

(2) a person (other than a "messenger") or place outside the "banking premises".

COMMERCIAL CRIME COVERAGE FORM Z

MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE FORM

A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. **Covered Instruments:** United States or Canadian paper currency and post office or express money orders.

2. **Covered Causes of Loss:**

   a. Acceptance, in good faith, in exchange for merchandise, "Money" or services, of any post office or express money order issued or purported to have been issued by any post office or express company, if such money order is not paid upon presentation.

   b. Acceptance in good faith, in the regular course of business, of counterfeit United States or Canadian paper currency.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of the loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of insurance.

D. ADDITIONAL EXCLUSION AND DEFINITION

1. **Additional Exclusion:** We will not **pay** for **loss** as specified **below:**

   Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives.

2. **Additional Definition**

   "Occurrence" means all loss whether:

   a. Caused by one or more persons; or

   b. Involving a single act or series of related acts.

POLICY NUMBER: FID 9683435-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CR 10 12 01 86

CREDIT, DEBIT OR CHARGE CARD FORGERY

This endorsement applies only to the FORGERY OR ALTERATION COVERAGE FORM B.

A. SCHEDULE

Limit of Insurance	Covered Instruments
$10,000,000 deductible $100,000	☒ **Includes** ☐ **Limited to**

B. PROVISIONS

1. **Covered Instruments** either **includes** or is **limited to,** whichever is indicated as applicable in the SCHEDULE, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the SCHEDULE.
3. The following Additional Exclusion is added:

Non-Compliance With Credit, Debit or Charge Card Issuer's Requirements: We will not pay for loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

LOSS OR CLAIM NOTICE

Written notice shall be given to:

ZURICH AMERICAN INSURANCE COMPANY
One Liberty Plaza
30th Floor
New York, NY 10006

Attn: Management Solutions Group

6/10/03

To be attached to and form a part of policy FID 9683435 00
Effective Date 01/01/2007

ENDORSEMENT SCHEDULE

The complete name of Insured as stated in Item 1 of the Declarations Page is amended to include:

American Water Works Company, Inc.

" AND ANY INTEREST NOW EXISTING OR HEREAFTER 50% OR MORE OWNED, CONTROLLED OR OPERATED BY ANY ONE OR MORE OF THOSE NAMED AS INSURED."

"INCLUDING ANY LLC, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP OR ENTITY LESS THAN 50% OWNED WHO THE INSURED HAS FINANCIAL, MANAGEMENT AND OPERATING CONTROL.

"AND ANY OTHER EMPLOYEE BENEFIT PLANS NOW EXISTING OR HEREAFTER CREATED OR ACQUIRED WHICH MAY OR MAY NOT BE REQUIRED TO BE BONDED UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974."

End1a

ENHANCEMENT ENDORSEMENT

To be attached to and form a part of the **Employee Dishonesty Coverage Form** (Coverage Form A-Blanket).

It is agreed that:

1. AMEND INVENTORY SHORTAGES EXCLUSION

Section D, 1, entitled **ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:** subsection **b. "Inventory Shortages",** shall be deleted and the following substituted in lieu thereof:

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon: (1) a profit and loss computation or (2) a comparison of inventory records with an actual physical count; provided, however, that where you establish wholly apart from such comparison that you have sustained a loss covered under the applicable coverage form, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

2. AMEND PRIOR DISHONESTY COVERAGE EXCLUSION

Section D, 2, entitled **Additional Conditions**: subsection **a, "Cancellation As To Any Employee:",** shall be amended to include: (3) This Exclusion will not apply to acts committed prior to the date of employment when such activities involved money, securities or other property valued at $25,000 or less.

3. WAIVE LOSS NOTICE UNDER THE DEDUCTIBLE

Section C, entitled **Deductible** subsection 2, a, shall be deleted and replaced with the following: Give us notice as soon as possible of any loss of the type insured under this Coverage Form, when it is reasonably expected to exceed the Deductible Amount.

The above shall also be applicable to General Condition B, 4, a. of the **Crime General Provisions Form.**

To be attached to and form a part of the **Crime General Provisions Form** (CR 10 00 10 90) and all Coverage Forms forming part of this Policy.

It is agreed that:

1. AMEND TERRITORIAL LIMITS

Section B, 16, entitled **Territory** shall be deleted and replaced with the following:

This insurance covers acts committed or events occurring anywhere in the world.

2. AMEND CONSOLIDATION-MERGER

Section B, 1, entitled **Consolidation-Merger** is amended to include the following:

In the event of consolidation or merger, we will extend the requirement of written notice to us from 30 days to 60 days. If the acquisition results in less than a 15% increase in assets, coverage is automatic.

3. AMEND DEFINITION OF EMPLOYEE

Section C, entitled **General Definitions,** subsection 1, a (1), shall be deleted and replaced with the following:

(1) While in your service (and for 60 days after termination of service); and

Section C, entitled **General Definitions,** subsection 1, is amended to include the following:

c. any former employees, directors and trustees retained as consultants, directors or trustees while acting as a member of any of your elected or appointed committees to perform on your behalf specific directorial acts; non-compensated officers; directors, trustees, students, interns, temporary employees and non-soliciting volunteers of yours while performing acts within the scope of the usual duties of an employee.

4. AMEND DUTIES IN THE EVENT OF LOSS

Under Section B, 4, entitled **Duties in the Event of Loss:** use of the word "you" is intended to mean "Risk Management Department, attorney and any officer". However, if none exists then the word "you" shall retain its original definition.

Under Section B, 4, c, is deleted and replaced with:

c. Give us a detailed, sworn proof of loss within 120 days.

5. AMEND LEGAL ACTION AGAINST US

Under Section B, 6 entitled **Legal Action Against Us**: use of the word "you" is intended to mean "Risk Management Department, attorney and any officer". However, if none exists then the word "you" shall retain its original definition.

To be attached to and form a part of the **Common Policy Conditions** (IL 00 17 11 85).

It is agreed that:

1. AMEND CANCELLATION

Section A, entitled **Cancellation** subsection 2, b. shall be deleted and replaced with the following:

In the event of cancellation, nonrenewal or material change, the first Named Insured will be provided, 60 days prior written notice, except for non-payment of premium, which will remain at 10 days.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number FID 9683435-00

Effective Date 01/01/2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CR 10 27 04 97

WELFARE AND PENSION PLAN ERISA COMPLIANCE
(LOSS SUSTAINED FORM)

Provision **1.** of this endorsement applies to the Crime General Provisions (Loss Sustained Form) and all Crime Coverage Forms forming part of the Policy. The other provisions of this endorsement apply only to the Employee Dishonesty Coverage Form A—Blanket.

PROVISIONS

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. "Employee" also includes any natural person who is:
   a. A trustee, an officer, employee, administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance; and
   b. Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the Employee Dishonesty Coverage Form that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
3. If the Insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
4. If two or more Plans are insured under this insurance, any payment we make for loss:
   a. Sustained by two or more Plans; or
   b. Of commingled funds or other property of two or more Plans;

   that arises out of one "occurrence," is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
5. The **Deductible** provision of the Employee Dishonesty Coverage Form does not apply to loss sustained by any Plan subject to ERISA which is insured under this insurance.

Copyright, The Surety Association of America, 1996

ENDORSEMENT

AMEND DISCOVERY – 60 DAYS

To be attached to and form a part of the **Crime General Provisions** (CR 10 00 10 90).

1. It is agreed that Section B, entitled **General Conditions,** subsection 3, **Discovery Period for Loss,** is hereby deleted in its entirety and replaced with the following:

    i. We will pay only for covered loss discovered no later than sixty (60) days from the end of the policy period; or

    ii. the effective date of the replacement of this Policy with similar insurance issued to the Insured by an insurer other than the Company.

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, limitations, or provisions of the attached policy, except as above stated.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

RELIANCE UPON
OTHER CARRIER'S APPLICATION

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the below referenced application (including materials submitted thereto and, if such application is a renewal application, all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the **Organization** and the **Insureds** warrant and represent to the **Insurer** that the statements and representations made in such application were accurate on the date such representations and statement were so given and that in connection therewith the **Insureds** hereby reaffirm each and every statement made in the application to **Chubb Group of Insurance Companies** as accurate as of **11/3/06** as if it was made to the **Insurer** on such date. All such statements and representations shall be deemed to be material to the risk assumed by the **Insurer**, are the basis of this policy and are to be considered as incorporated into this policy.

TYPE OF POLICY APPLICATION	CARRIER	DATE SIGNED
Executive Protection Portfolio Crime Coverage Application	Chubb Group of Insurance Companies	11/3/06

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.

POLICY NAME: AMERICAN WATER WORKS COMPANY, INC.
POLICY # FID 9683435-00
EFFECTIVE DATE: 01/01/2007

ZURICH

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE OF PREMIUM (RELATING TO DISPOSITION OF TRIA)

SCHEDULE*

(1) Premium attributable to risk of loss from certified acts of terrorism through the end of the policy period based on the extension of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005, ("TRIA") for lines subject to TRIA:

$790

If TRIA terminates, the portion of this premium attributable to the remaining part of the policy period, as modified by any change shown in **(2)** of this Schedule, applies to the risk of loss from terrorism after the termination of TRIA.

(2) Premium change upon termination of TRIA or upon applicability of a Conditional Endorsement:

No change unless one of the following is completed -

Return Premium: N/A

Additional Premium: _N/A

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the TRIA, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of your premium attributable is shown in the Schedule of this endorsement or in the Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% (85% for 2007) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The Act currently provides for no insurance industry or United States government participation in terrorism losses that exceed $100 billion in any one calendar year. The federal program established by the Act is scheduled to terminate at the end of December 31, 2007 unless extended by the federal government.

C. Possibility of Additional or Return Premium

The premium attributable to the risk of loss from certified acts of terrorism coverage is calculated based on the coverage (if any) in effect at the beginning of your policy for certified acts of terrorism. If your policy contains a Conditional Endorsement, the termination of TRIA or extension of the federal program with certain modifications (as explained in that endorsement) may modify the extent of coverage (if any) your policy provides for terrorism. If TRIA terminates or the Conditional Endorsement becomes applicable to your policy, the return premium (if any) or additional premium (if any) shown in **(2)** of the Schedule will apply. If the level or terms of federal participation change, the premium shown in **(1)** of the Schedule attributable to that part of the policy period extending beyond such a change may not be appropriate and we will notify you of any changes in your premium.

Includes copyrighted material of ISO Properties, Inc. with its permission.
Copyright Zurich American Insurance Company 2006

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

IL12011185

AMEND COMMON POLICY CONDITIONS

Add G. Non-Renewal Condition.

1. We may elect not to renew this policy at each annual anniversary date.

2. If we decide not to renew this policy, we will mail or deliver written notice to the first Named Insured shown in the Declarations, at the address shown in this policy, at least **60** days before the annual anniversary date.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **(2)** of the **Cancellation Of Policy** Condition is replaced by the following:

(2) If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

(a) We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(i) 10 days before the effective date of cancellation if we cancel for:

i. Nonpayment of premium; or

ii. Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

"The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

"The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

(b) In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation Of Policy** Condition:

(7) Cancellation Of Policies In Effect For 60 Days Or More

(a) If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(iii) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(iv) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(v) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(vi) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(vii) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

Copyright, ISO Properties, Inc., 2001

(viii) Loss of or reduction in available insurance capacity;

(ix) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(x) Loss of or substantial changes in applicable reinsurance;

(xi) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(xii) Agency termination, provided:

i. We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

ii. We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(xiii) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

(b) If we cancel this policy based on Paragraph **(7)(a)(i)** or **(ii)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

(c) In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

(d) Notice will be sent to the last mailing addresses known to us, by:

(i) Certified mail; or

(ii) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

(e) We need not send notice of cancellation if you have:

(i) Replaced coverage elsewhere; or

(ii) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

a. Certified mail; or

b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

a. Replaced coverage elsewhere; or

b. Specifically requested termination.

Copyright, ISO Properties, Inc., 2001

Disclosure Statement

ZURICH

American Water Works
FID9683435-00

ZURICH AGENT/BROKER COMPENSATION DISCLOSURE

Dear Policyholder:

On behalf of Zurich, we are glad you have chosen us as your insurance company. We look forward to meeting your insurance needs and want you to understand clearly our business relationship with the agent or broker you chose to represent your company's interests in the placement of insurance coverages.

As is the case with many insurance companies in the United States, Zurich distributes many of its insurance products through agents or brokers. This means that your agent or broker is not employed by Zurich and, in fact, may represent many insurance companies. Because we do not employ your agent or broker, the way they are compensated may vary. We recommend you discuss these arrangements with your agent or broker.

For an explanation of the nature and range of compensation Zurich may pay to your agent or broker in connection with your business, please go to **http://www.zurichna.com**. Click on the information link located on the Agent/Broker Compensation Disclosure section. Where appropriate, insert the Access Code provided below, and you will be able to view this information. Alternatively, you may call (877) 347-6465 to obtain this type of information.

Thank you.

Access Code: 0112952711

MARSH

Mark Andrew King
Vice President

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 2983 Fax 212 345 4920
markandrew.king@marsh.com

August 1, 2006

Mr. Jim Li
Director Risk Management
American Water Works
1025 Laurel Oak Road
Voorhees - NJ 08043

Subject: **Lexington Property Policy - 7477904**
Policy Term - February 1, 2006 - February 01, 2007

Dear Jim,

We are pleased to enclose Lexington's policy for the February 1, 2006 to May 1, 2007 policy term. You should review the enclosed policy and advise Marsh within 30 days following receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms.

This year we used the FM Advantage wording as the basis of the policy negotiated and issued by Lexington. This policy form was included in our submission sent out to markets back in December 2005. The submission and use of this form was approved by American Water Works. Last year American Water Works were covered under a combined program issued out of London for the RWE group where RWE Rhenas, the company's captive, used Zurich to front AWW's local policies in the USA, Canada and Puerto Rico. Last year's policies were issued on the "Zurich" policy form. It is our obligation to inform you that the two policy forms (Zurich + FM Forms) are different, thus there will be some situations where the attached policy will provide broader coverages but in other situations the policy may be more limiting when compared to Zurich's form.

The policy has now been updated with the final program conditions bound with Lexington in January for the term of the policy. For your convenience, we have prepared the following summary of coverages. Please note that this is a summary only, American Water must refer to the policy for the complete statement of terms, conditions, exclusions and limitations regarding coverage. Marsh will always be available to clarify any questions P&G may have related to the attached policy:

Summary of Insurance

When a limit of liability is shown as applying in the aggregate, the policy's maximum limit of liability will not exceed such limit during the term of the policy regardless of the number of locations and coverages involved.

The policy's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the Policy limit of liability of $17,600,000 and $35,200,000. in the aggregate. This policy will terminate when this aggregate is reached, however, American Water still participate in an excess property program issued out of the UK that will drop down once the aggregate on Lexington's policy is reached.

If a lesser limit of liability is stated elsewhere in the Policy, the lesser limit will apply. These lesser limits are part of and not in addition to the Policy limit of liability shown above.

Limits of liability stated below apply per occurrence for all locations and coverages involved. The maximum sub-limit amount collectible under the Policy shall be the sub-limit applicable for all loss or damage resulting from a peril insured against by the Policy, regardless of any other sub-limit involved.

USD 15,000,000	Tax treatment of profits
USD 15,000,000	Tenants and Neighbors Liability
USD 15,000,000	Debris Removal
US$ 10,000,000	**Property in the incidental course of construction except for projects that have already been reported and accepted by Lexington**
USD 10,000,000	Dependent Time Element
USD 10,000,000	Tax Liability
USD 10,000,000	Service Interruption Property Damage and Time Element combined.
USD 10,000,000	Soft Costs
USD 10,000,000	Transit
USD 10,000,000	Expediting Expense
USD 5,000,000	Demolition and Increased Cost of Construction at time of loss.
US$ 5,000,000	For locations in Puerto Rico
USD 5,000,000	Extra Expense and Additional Increase in Cost of Working combined
USD 5,000,000	Unscheduled Locations (Limit per location)
USD 5,000,000	Fine Arts
USD 2,500,000	Defense Costs
US$ 1,000,000	Fire Brigade Charges and Extinguishing expenses
USD 1,000,000	Loss Adjustment Expenses
USD 1,000,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal (Limit per occurrence and in the Aggregate during any policy year.
USD 1,000,000	Terrorism
US$ 500,000	For Trees, Shrubs, Plants and Lawns
Boiler and Machinery Sublimits - Considering sub-limits of liability were requested by Lexington for Boiler and machinery exposures, specific boiler and machinery wording was included on the policy wording to reflect these sub-limited coverages. The wording for this coverage can be found under clause 9.V on page 27 of the policy.	
USD 10,000,000	Data restoration
USD 5,000,000	Perishable goods
USD 5,000,000	Hazardous Substances

Time Limits	
In addition to the time limits shown elsewhere in the policy, the following apply:	
60 day period but not to exceed USD10,000,000	Newly Acquired Locations
30 day period but not to exceed USD 5,000,000	Ingress/Egress
30 day period but not to exceed USD 5,000,000	Civil and/or military Authority
365 day period	Extended Period of Indemnity
24 month period	Business Interruption – Loss of Profits
24 month period	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.

Puerto Rico and Canada - Please note that local underlying policies are issued in Canada and Puerto Rico. The limits of liability under those policies are part of and not in addition to the limits outlined on the attached policy. The attached policy is considered the master/USA policy containing a DIC clause for losses in those two territories. Losses occurring in both Canada and Puerto Rico will contribute to the exhaustion of the aggregate under the attached policy. The 3 policies together constitute the "Property Program" negotiated and bound with Lexington for American Water & Thames Water operations in the 3 territories (USA, Canada and Puerto Rico)

Deductibles

Below is a summary of the deductibles applicable under the policy. The policy indicates how these deductibles will be applied in the event of a loss; however, please don't hesitate to call us should you still have questions after reading the policy:

Policy deductible - USD 25,000 combined all coverages, except as follows.

Service Interruption USD 25,000 combined all coverages subject to a 48 hour waiting period qualifier.

Earthquake deductibles

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to the entire State of California, Puerto Rico and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood deductibles

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles should be applicable, the larger deductible shall apply.

Windstorm deductible - 5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the deductible shall be applicable to the entire states of Florida, Puerto Rico & Hawaii.

Perils Excluded Clause - The list of perils excluded under the policy can be found under pages 29-32 of the policy.

Property Excluded clause - The property excluded clause can be found on page 32 of the policy.

We also call your attention to the following policy endorsements that limit the coverage provided:

- Endorsement 1 - Mold / Fungus exclusion.
- Endorsement 2 - Property Data Corruption.
- Endorsement 3 - Property Y2K millennium endorsement
- Endorsement 4 - Water damage exclusion - Interior of building
- Endorsement 5 - War and Terrorism endorsement
- Endorsement 6 - Pollution, Contamination, debris removal exclusion.
- Endorsement 7 - Occurrence limit of liability
- Endorsement 8 - Lexington Standard Property conditions
- Endorsement 9 - Terrorism Risk Insurance act of 2002

Should American Water have any questions in respect to the perils/property excluded under the policy, or to any other terms outlined on the policy, please get in touch with us as we will be happy to clarify these to you.

Time sensitive conditions under the policy

NOTICE OF LOSS - As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

Corrections

We will be requesting Lexington to issue an endorsement to the named insured clause of the policy in order to include THAMES WATER AQUA US HOLDINGS INC. that was omitted from the policy. We understand all other aspects of the policy to be in line with the coverage that was bound for American Water Works operations on February 1.

Sincerely,

Mark Andrew King

Attachment - Lexington policy 7477904

s:\dep\pip-property & international practice\clients\a - g\amer water works\2006\lexington policy transmittal letter.doc

LEXINGTON INSURANCE COMPANY
Administrative Office 100 Summer Street, Boston, Massachusetts 02110-2103
(hereinafter called the Company)

COMMERCIAL PROPERTY POLICY
DECLARATIONS

POLICY NUMBER: 7477904 RENEWAL OF: NEW

ITEM 1. Named Insured: AMERICAN WATER WORKS COMPANY, INC.

Address: 1025 LAUREL OAK ROAD

VOORHEES NJ 08043

ITEM 2. Policy Period:
From 02/01/06 To 02/01/07
at 12:01 A.M. Standard Time at the address of the named insured shown above.

ITEM 3. Limit of Insurance:
$17,600,000 PER OCCURRENCE AGGREGATED AT $35,200,000 ANNUALLY.

Total Premium $3,009,538.80 Minimum Earned Premium $752,385

ITEM 4. Perils:
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING EARTHQUAKE, FLOOD AND BOILER AND MACHINERY AND AS FURTHER DEFINED IN THE POLICY FORM.

ITEM 5. Description of Property Covered: Coinsurance
REAL AND PERSONAL PROPERTY, BUSINESS INTERRUPTION; INCLUDING COVERAGE FOR DAMS, DIKES AND RESERVOIRS AND AS FURTHER DEFINED IN THE POLICY. NIL

ITEM 6. Mortgagee Clause: Loss, if any shall be payable to:

ITEM 7. Forms Attached:

See attached forms schedule

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(s) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.

Authorized Representative OR
Countersignature (in states where applicable)

PRPDEC(Ed.01/91)
LX1119

INSURED'S COPY

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 4
1. TERM OF INSURANCE AND PREMIUM 4
2. PARTICIPATION 4
3. CURRENCY DESIGNATION 4
4. LIMITS OF LIABILITY 4
5. DEDUCTIBLES 6
6. LOSS PAYABLE 8
7. TERRITORY 8
8. COVERAGE 8
   - A. Real and Personal Property 8
   - B. Business Interruption 10
   - BB. Business Interruption - Loss of Profits 11
   - C. Extra Expense 12
   - D. Rental Value 13
   - E. Time Element Extensions 13
   - F. Provisions Applicable to Time Element 16
   - G. Transit 17
   - H. Accounts Receivable 17
   - I. Leasehold Interest 18
   - J. Service Interruption 19
9. COVERAGE EXTENSIONS 20
   - A. Demolition and Increased Cost of Construction 20
   - B. Debris Removal and Cost of Cleanup 21
   - C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 21
   - D. Decontamination Costs 22
   - E. Expediting Expense 22
   - F. Loss Adjustment Expenses 22
   - G. Fire Brigade Charges and Extinguishing Expenses 22
   - H. Defense Costs 22
   - I. Consequential Loss 22
   - J. Control of Damaged Merchandise 23
   - K. Brands or Trademarks 23
   - L. Tenants and Neighbors Liability 23
   - M. Devaluation 24
   - N. Coinsurance Deficiency 24
   - O. Tax Liability 24
   - P. Tax Treatment of Profits 24
   - Q. Deferred Payments 25
   - R. Temporary Removal of Property 25
   - S. Terrorism 25
   - T. Operational Testing 26
   - U. Property in the course of Construction 27
   - V. Boiler and Machinery Sub-limited coverages 27

W. Difference in conditions 28
10. PERILS INSURED AGAINST 28
11. PERILS EXCLUDED 29
12. PROPERTY EXCLUDED 32
13. VALUATION 33
14. EARTHQUAKE AND FLOOD 35
15. ACCIDENT 35
16. CONTRIBUTING INSURANCE 36
17. EXCESS INSURANCE 36
18. UNDERLYING INSURANCE 36
19. OTHER INSURANCE 37
20. PRIMARY INSURANCE 37
21. CONFLICT IN WORDING 37
22. SUBROGATION 37
23. SALVAGE AND RECOVERIES 38
24. MACHINERY 38
25. SUSPENSION 38
26. ERRORS OR OMISSIONS 38
27. NOTICE OF LOSS 38
28. PROOF OF LOSS 38
29. PARTIAL PAYMENT OF LOSS 39
30. ASSIGNED ADJUSTER 39
31. APPRAISAL 39
32. PAIR OR SET 39
33. ASSISTANCE AND COOPERATION OF THE INSURED 39
34. SUE AND LABOR 39
35. PAYMENT OF LOSS 40
36. CURRENCY 40
37. REINSTATEMENT 40
38. SUIT AGAINST THE COMPANY 40
39. CERTIFICATES OF INSURANCE 41
40. CANCELLATION 41
41. VALUES 41
42. TITLES OF PARAGRAPHS 41
43. CONFORMANCE 42
44. GEOGRAPHIC TERRORISM PROVISIONS 42
45. ASSIGNMENT 42
46. MISREPRESENTATION AND FRAUD 42

ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION 43
ENDORSEMENT 2 - PROPERTY DATA CORRUPTION 44
ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT 45
ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING 46
ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT 47
ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION 48
ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY 50
ENDORSEMENT 8 - LEXINGTON STANDARD PROPERTY CONDITIONS 51
ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002 53

Appendix - A - New Madrid Seismic Zone 54
Appendix - B - Pacific Northwest Seismic Zone 55
Appendix - C - Windstorm Tier 1 Counties 56

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC AND/OR THAMES WATER PUERTO RICO, INC

AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD 3,009,538.80 annual premium, this policy attaches and covers for a period of 1 year from February 1, 2006 to February 01, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy(ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

This policy covers for a 100 percent interest in this insurance, and this Company shall not be liable for more than 100 percent of the limits of liability set forth herein, nor for more than 100 percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of USD17,600,000 and of $35,200,000 in the aggregate during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
USD 15,000,000	Tax treatment of profits as described in clause 9.P.
USD 15,000,000:	Tenants and Neighbors Liability as described in Clause 9.L.
USD 15,000,000:	Debris Removal as described in clause 9.B
US$ 10,000,000:	Property in the course of construction as described in clause 9.U.
USD 10,000,000:	Dependent Time Element as described in Clause 8.E.(1)(a)
USD 10,000,000:	Tax Liability as described in Clause 9.O.
USD 10,000,000:	Service Interruption Property Damage and Time Element combined as described in Clause 8.J.
USD 10,000,000:	Soft Costs as described in Clause 8.E.(5)
USD 10,000,000:	Transit as described in Clause 8.G.
USD 10,000,000:	Expediting Expense as described in Clause 9.E
USD 5,000,000:	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
US$ 5,000,000:	For locations in Puerto Rico
USD 5,000,000:	Extra Expense and Additional Increase in Cost of Working combined as described in Clauses 8.C. and 8.BB.(2)(c) respectively
USD 5,000,000:	Unscheduled Locations as described in Clause 8.A.(6), per location
USD 5,000,000:	Fine Arts as described in Clause 13.B.(5)

USD 2,500,000:	Defense Costs as described in clause 9.H.
US$ 1,000,000:	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
USD 1,000,000:	Loss Adjustment Expenses as described in Clause 9.F.
USD 1,000,000:	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year
USD 1,000,000:	Terrorism, as described in Clause 9.S.for Property Damage and Time Element combined. This limit shall not include the actual cash value portion of fire damage caused by Terrorism.
US$ 500,000:	For Trees, Shrubs, Plants and Lawns

Boiler and Machinery Sublimits

USD 10,000,000	Data restoration as described in clause 9.V.2
USD 5,000,000	Perishable goods as described in clause 9.V.1
USD 5,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

60 day period but not to exceed a USD10,000,000 limit:	Newly Acquired Locations as described in Clause 8.A.(5)
30 day period but not to exceed a USD 5,000,000 limit:	Ingress/Egress as described in Clause 8.E.(4)
30 day period but not to exceed a USD 5,000,000 limit:	Civil and/or military Authority as described in clause 8.E.(2)
365 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)
24 month period:	Business Interruption – Loss of Profits as described in Clause 8.BB.
24 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of

Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 25,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Service Interruption USD 25,000 combined all coverages subject to a 48 hour waiting period qualifier, as described in Clause 8.J.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to the entire State of California, Puerto Rico and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

INSURED'S COPY

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the enitire states of Florida, Puerto Rico & Hawaii.

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this

property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Dependent Time Element:

(i) property of the type insured at Dependent Time Element Locations located within the territory of this policy.

Definition: Dependent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Dependent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Dependent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Dependent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;

INSURED'S COPY

such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.

(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the

utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use

INSURED'S COPY

necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability

under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

$$\text{Loss payment due under this clause} = \frac{C\text{-}A}{B} - C$$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

   b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value of $10,000,000. For projects reported and already accepted by the Company, there is no limitation for the value of the projects.

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."
(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.
(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.
(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

W. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

   a) the coverage is provided under this Policy;

   b) the limit(s) of liability has been exhausted under the primary policy, and

   c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded.
Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.
The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.
"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property. The costs to repair land improvements consisting of landscape gardening (Trees, Shrubs, Plants and Lawns) is, however, limited to the limit of liability shown in Clause 4;

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according

to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;

(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and Puerto Rico by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

INSURED'S COPY

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of

property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements

necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

Insurer:	**Lexington Insurance Company**
Account Name.	**American Water Works Company**
Policy Term:	**February 01, 2006 - February 01, 2007**
Policy No.	**7477904**

ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

(a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
(b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
(c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**Lexington Insurance Company**
Account Name.	**American Water Works Company**
Policy Term:	**February 01, 2006 - February 01, 2007**
Policy No.	**7477904**

ENDORSEMENT 2 - PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All olhcr terms, conditions and exclusions of this policy remain unchanged.

Insurer:	**Lexington Insurance Company**
Account Name.	**American Water Works Company**
Policy Term:	**February 01, 2006 - February 01, 2007**
Policy No.	**7477904**

ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:

2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions and exclusions of this policy remain unchanged.

Insurer:	**Lexington Insurance Company**
Account Name.	**American Water Works Company**
Policy Term:	**February 01, 2006 - February 01, 2007**
Policy No.	**7477904**

ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**Lexington Insurance Company**
Account Name.	**American Water Works Company**
Policy Term:	**February 01, 2006 - February 01, 2007**
Policy No.	**7477904**

ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. Pollution and Contamination Exclusion.

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release:, discharge, escape or dispersal of **CONTAMINANTS** or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

Except if a limit is shown in the policy

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

Asbestos Exclusions

This policy does not cover -

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or de contamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

Except if a limit is shown in the policy

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

PR9015(Ed.01/91)
LX109

Account No.
Policy No.

ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

   The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).
   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

ENDORSEMENT 8 - LEXINGTON STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

Account No.
Policy No.

ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a S100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is **$92,000**

I hereby reject coverage in accordance with the Act.

Signature of Insured

_____

Print Name/Title

_____

Date

Account No.
Policy No.

Appendix - A - New Madrid Seismic Zone

Property in:
Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff
Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson
Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo
Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne
Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

Appendix - B - Pacific Northwest Seismic Zone

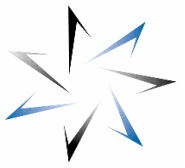
Property in:
Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

Appendix - C - Windstorm Tier 1 Counties

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Hawaii:	Entire Stale of Hawaii
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;
Puerto Rico:	Entire State of Puerto Rico
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;
Virginia:	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York



ARCH INSURANCE (BERMUDA)

(A Division of Arch Reinsurance Ltd.)
VICTORIA HALL, 4TH FLOOR
11 VICTORIA STREET
P.O. BOX HM129
HAMILTON HM AX
TELEPHONE: (441) 278-9275
FAX: (441) 278-9276

January 2, 2007

Arch Insurance (Bermuda) is pleased to BIND terms for **Excess Liability Insurance** as follows:

Broker Contact:	Mr. Andrew Moulder	
Broker Name:	Marsh Global Markets (Bermuda) Ltd.	
Broker Address:	Craig Appin House, 8 Wesly Street, Hamilton HM11	
Named Insured:	American Water Works Company, Inc.	
Insurance Company:	Arch Insurance (Bermuda) Ltd.	
Issuing Carrier:	Arch Reinsurance Ltd.	
Type of Insurance:	Occurrence Reported	
Policy Form:	ORXS 001 (XL-004)	
Binder No.:	B-2	
Policy No.:	URP0019537-00	
Annual Period:	January 1, 2007 To January 1, 2008	
Retroactive Date:	10/1/1986 applicable to $25,000,000 in excess of $175,000,000	
	10/1/2003 applicable to $30,000,000 in excess of $200,000,000	
Policy Limits:	$25,000,000	Per Occurrence
	$25,000,000	Annual Aggregate
	part of:	
	$55,000,000	Per Occurrence
	$55,000,000	Annual Aggregate
Policy Attachment:	$175,000,000	Per Occurrence or Schedule B where greater
Minimum Drop Down Attachment:	$175,000,000	
Layer Premium:	$175,000	
Arch Gross Premium:	$175,000	
Minimum Earned Premium:	35%	
Commission:	5%	
Premium Due:	Premium due within 5 Business Days of the commencement date of the Policy Period or the Policy will be cancelled automatically and retroactively to the commencement date of the Policy Period.	

ORXS 001 (XL-004) Policy Form Amendatory Endorsements:

ORXS3055	Incorporation of Schedules By Reference Endorsement
ORXS3017	Minimum Earned Premium Endorsement – 35% minimum earned
ORXS3003	Designation of Limits Endorsement
ORXS3000	Previously Notified Occurrence or Claims and/or Known Occurrence Exclusion Endorsement
ORXS3181	Retroactive Coverage Exclusion Endorsement
ORXS3023	Exclusion - Fungus
ORXS3095	Lead Exclusion
ORXS3097	Silica Exclusion Endorsement
ORXS3094	Absolute Asbestos Exclusion Endorsement
ORXS3042	Exclusion - Employment Discrimination and Employment Related Practices
ORXSTBD	Company Exclusion - RWE AG
ORXSTBD	War and Terrorism Exclusion Endorsement
ORSXTBD	Annual Aggregate Terrorism Sublimit Endorsement ($25mm)

Standard Terms and Conditions:

1. Subject to review if there are any changes in operations, exposures or loss/claim experience subsequent to quoting and prior to binding. Such significant changes would include any declared or potential "batch", claim series or integrated occurrence notices by or to the insured.
2. Terms and conditions as per Arch Insurance (Bermuda) Policy Form, and additional endorsements that may be referenced above.
3. The premium does not include any amounts for Federal Excise Tax ("FET"), or for state taxes, or for any other similar taxes or charges. These are in addition to the premiums and are the responsibility of the Insured to pay. Further, unless specified herein, the premium does not include any amount for Insurance Premium Tax or similar taxes or charges ("IPT") that may be due in relation to this policy. Where the insurer is responsible for collection of IPT, such IPT is payable in addition to the premium. The insured may be required to provide Arch with exposure data in order that exposure can be determined in respect any territory which requires payment of IPT by insurers.

Subjectivities:

This binder is subject to receipt, review and acceptance of the following information:

1. Confirmation that the Arch Insurance (Bermuda) layer is no broader in coverage than the underlying or overlying layers and that no overlying carrier attain the same or higher rate per million than the Arch layer for like coverage is requested.
2. Arch Insurance (Bermuda) requires a breakdown of revenues for those countries which the Insured is required to pay an Insurance Premium Tax in the event the Arch Insurance (Bermuda) may be required to remit such tax to the appropriate regulatory authorities. All IPT details must be provided within 30 days of binding.

Subjectivities continued:

3. Completion of a Bermuda Market Terrorism application is required within 30 days of binding. Failure to submit the application will result in a Terrorism Exclusion being added at the effective date of binding.
4. The following required documentation has not been submitted:
   a. Signed Bermuda Market New Business Application
   b. Signed Arch Insurance (Bermuda) signature page.
   c. Signed Schedules A, B and C.
5. An updated copy of the American Water Summary Report Dam Status (2003 report supplied)

Sincerely,

Anthony Kashuba
Vice President

Arch Insurance (Bermuda)

UNITED KINGDOM INSURANCE PREMIUM TAX

Please note the premium(s) indicated in the quote & binder letter(s) from Arch Insurance (Bermuda) ("Arch Bda.") may be subject to United Kingdom Insurance Premium Tax (IPT). This is a 5% tax applicable for new or renewal risks incepting on or after October 14, 1994. This tax was introduced by the UK Finance Act 1994 and the Insurance Premium Tax Regulations 1994 and the Insurance Premium Tax (Taxable Insurance Contracts) Order 1994. The tax is applicable to the UK portion of the premium (as determined by Arch Bda.) and is in addition to the premium(s) quoted. We would like to point out that the Arch Bda. is not liable for the IPT, merely responsible for determining the appropriate UK premium apportionment and the collection of the tax. The Insured is liable to Arch Bda. for the payment of the tax.

IPT is payable at the time of binding and therefore Arch Bermuda require details of the Insured's UK exposures, i.e. gross revenues, number of manufacturing facilities and/or any other pertinent information that Arch Bermuda should consider when determining the UK portion of the quoted premium, prior to binding. In this regard, please complete the questions below and return this form to Arch Bermuda as soon as possible.

Named Insured: _____

Annual Period: _____

UK Gross Revenues: _____

Number of UK Operating Facilities: _____

Other: _____

Renewing or in lieu of: N/A

ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106

POLICY NO: PGL N0 1940120

ACE USA PROPERTY

DECLARATIONS

Commission: 0.00% Service Office: New York City, New York

Insured: American Water Works Company, Inc.
Address: 1025 Laurel Oak Road Voorhees, NJ 08043

Agent / Broker: Marsh USA, Inc.
Address: 1166 Avenue of the Americas New York, NY 10036

Policy Period: From December 31, 2006 at 12:01 A.M., to December 31, 2007 at 12:01 A.M. Standard Time at place of issuance.

To the extent that coverage in this policy replaces coverage in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

The insurance afforded is only with respect to the specific part and coverages therein, the full title of which is set forth below the caption "Form."

PERILS INSURED	COVERAGE PROVIDED	FORM	LIMITS OF INSURANCE	PREMIUM (Net Annual)
AS PER MANUSCRIPT WORDINGS ATTACHED	AS PER MANUSCRIPT WORDINGS ATTACHED	AS PER MANUSCRIPT WORDINGS ATTACHED	$10,000,000 per occurrence being 10% part of $100,000,000 per occurrence excess of various deductibles	$444,740
			CERTIFIED TERRORISM PREMIUM	$27,090
			NON-CERTIFIED TERRORISM PREMIUM	$11,610
AGENT: STARR TECHNICAL RISKS AGENCY, INC.			**TOTAL**	**$483,440**

Endorsements attached to policy at inception: Common Policy Conditions (IL00171198), Commercial Property Conditions (CP00900788), OFAC Advisory Notice to Policyholders (ILP0010104), Texas Notice (KK9T50z 11-97), Manuscript Wordings (Pages 1-49), Endorsement Nos. 1-8, Appendix A-C, ACE Endorsements A-G

Surcharges at inception:

Florida State Property Surcharge	$4.00
Florida State Fire Marshall Assessment	$0.13
Florida Citizens Insurance Property Corporation	$6.25
Kentucky Domestic, Foreign, and Alien Insurers Sur	$93.05
Kentucky Municipal Tax Collection Fee	$356.67
New Jersey Property Liability	$1,271.90
New York State Fire Insurance Fee	$17.45
West Virginia Policy Surcharge	$65.81
TOTAL SURCHARGES	$1,815.26

Signature of Authorized Agent Located at New York City, New York 8/14/2007

UW6033B

This Declaration and Form(s), with Policy Standard Conditions and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

PARTICIPATION CLAUSE:

This policy covers for 10% interest in this insurance, and this company shall not be liable for more than 10% of the limit of liability, sublimits of liability, and any other limits of insurance, or any aggregate limits contained within the form attached to this policy or contained in any endorsement attached to this policy.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Copyright, Insurance Services Office, Inc., 1998

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
   a. During the policy period shown in the Declarations; and
   b. Within the coverage territory.
2. The coverage territory is:
   a. The United States of America (including its territories and possessions);
   b. Puerto Rico; and
   c. Canada.

 Copyright, ISO Commercial Risk Services, Inc., 1983, 1987 □

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance;
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you; or
   c. Your tenant.

This will not restrict your insurance.

Copyright, ISO Commercial Risk Services, Inc., 1983, 1987

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

© ISO Properties, Inc., 2004

ace usa

Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at :

1-800-858-6875

You may also write to the Company at:

ACE USA Companies
P.O. Box 152041
Irving, TX 75015-2041

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la Compania para informacion o para someter una queja d:

1-800-858-6875

Usted tambien puede escribir a la Compania:

ACE USA Companies
P.O. Box 152041
Irving, TX 75015-2041

Puede communicorse con el Departamento de Seguros de Texas para obtener informacion acerca do companios, coberturos o quejas d:

1-800-252-3439

Puede escribir d Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

DISPUTAS SOBRE PAGOS O RECLAMOS

Si tiene una disputa concerniente a su prima o un reclamo, debe comunicorse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa puede entonces communicorse con el departamento de Seguros en Texas.

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para el proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Insurer: ACE American Insurance Company
Account Name. American Water Works Company, Inc.
Policy Term: December 31, 2006 - December 31, 2007
Policy No. PGL N01940120

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 4
1. TERM OF INSURANCE AND PREMIUM 4
2. PARTICIPATION 4
3. CURRENCY DESIGNATION 4
4. LIMITS OF LIABILITY 4
5. DEDUCTIBLES 8
6. LOSS PAYABLE 11
7. TERRITORY 11
8. COVERAGE 11
   A. Real and Personal Property 11
   B. Business Interruption 12
   BB. Business Interruption - Loss of Profits 14
   C. Extra Expense 15
   D. Rental Value 16
   E. Time Element Extensions 16
   F. Provisions Applicable to Time Element 19
   G. Transit 20
   H. Accounts Receivable 20
   J. Leasehold Interest 21
   K. Commissions, Profits, and Royalties 22
   L. Service Interruption 23
9. COVERAGE EXTENSIONS 24
   A. Demolition and Increased Cost of Construction 24
   B. Debris Removal and Cost of Cleanup 25
   C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 25
   D. Hazardous Substances and Decontamination Costs 26
   E. Extra and Expediting Expense 26
   F. Loss Adjustment Expenses and Professional Fees 26
   G. Fire Brigade Charges and Extinguishing Expenses 26
   H. Defense Costs 26
   I. Consequential Loss 27
   J. Control of Damaged Merchandise 27
   K. Brands or Trademarks 27
   L. Tenants and Neighbors Liability 27
   M. Devaluation 28
   N. Coinsurance Deficiency 28
   O. Tax Liability 28
   P. Tax Treatment of Profits 28
   Q. Deferred Payments 29
   R. Temporary Removal of Property 29
   S. Terrorism 29
   T. Operational Testing 30
   U. Property in the course of Construction 31

V. Exhibition, Exposition, fair or Trade Show....31
W. Boiler and Machinery Sub-limited coverages....31
X. Difference in Conditions....32
10. PERILS INSURED AGAINST....33
11. PERILS EXCLUDED....33
12. PROPERTY EXCLUDED....37
13. VALUATION....38
14. EARTHQUAKE AND FLOOD....39
15. ACCIDENT....40
16. CONTRIBUTING INSURANCE....41
17. EXCESS INSURANCE....41
18. UNDERLYING INSURANCE....41
19. OTHER INSURANCE....41
20. PRIMARY INSURANCE....42
21. CONFLICT IN WORDING....42
22. SUBROGATION....42
23. SALVAGE AND RECOVERIES....42
24. MACHINERY....42
25. SUSPENSION....42
26. ERRORS OR OMISSIONS....43
27. NOTICE OF LOSS....43
28. PROOF OF LOSS....43
29. PARTIAL PAYMENT OF LOSS....44
30. ASSIGNED ADJUSTER....44
31. APPRAISAL....44
32. PAIR OR SET....44
33. ASSISTANCE AND COOPERATION OF THE INSURED....44
34. SUE AND LABOR....44
35. PAYMENT OF LOSS....45
36. CURRENCY....45
37. REINSTATEMENT....45
38. SUIT AGAINST THE COMPANY....45
39. CERTIFICATES OF INSURANCE....46
40. CANCELLATION....46
41. VALUES....46
42. TITLES OF PARAGRAPHS....46
43. CONFORMANCE....47
44. GEOGRAPHIC TERRORISM PROVISIONS....47
45. ASSIGNMENT....47
46. MISREPRESENTATION AND FRAUD....47
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)....47
48. FULL WAIVER....49
49. POLICY DOCUMENTATION....49
ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION....50
ENDORSEMENT 2 - PROPERTY DATA CORRUPTION....51
ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT....52
ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING....53
ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT....54

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION 55
ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY 57
ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS 58
ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002 60
Appendix - A - New Madrid Seismic Zone 60
Appendix - B - Pacific Northwest Seismic Zone 61
Appendix - C - Windstorm Tier 1 Counties 62

Insurer:	**ACE American Insurance Company**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**PGL N01940120**

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD $493,700 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

$10,000,000 part of $100,000,000 Excess of Deductibles

This policy covers for a ten (10%) percent interest in this insurance, and this Company shall not be liable for more than ten (10%) percent of the limits of liability set forth herein, nor for more than ten (10%) percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $100,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$300,000,000	Earth Movement per occurrence and in the Aggregate, except $50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$160,000,000	Flood per occurrence and in the Aggregate, except $100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.K., Deferred Payments as described in Clause 9.X., Valuable Papers as decribed in Clause 8.I., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.

$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except $10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development
$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)

$5,000,000	Hazardous Substances, including Deceontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year
$100,000,000	Terrorism, as described in Clause 9.S.for Property Damage and Time Element combined. This limit shall not include the actual cash value portion of fire damage caused by Terrorism.

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause
$20,000,000	Data Restoration as described in clause 9.V.2
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)

30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)
12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgwater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.

2. This is the annual aggregate amount

3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;
   b. payment of such claim;

   such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumed by the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.

(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the

utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use

necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

$$\text{Loss payment due under this clause} = \frac{C\text{-}A}{B} - C$$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the

Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

a) the coverage is provided under this Policy;

b) the limit(s) of liability has been exhausted under the primary policy, and

c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded.
Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.
"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;

(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical

or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of

property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements

necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying

policy(ies) limit, then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured

within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

48. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

49. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Insurer:	**ACE American Insurance Company**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**PGL N01940120**

ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

(a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
(b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
(c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**ACE American Insurance Company**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**PGL N01940120**

ENDORSEMENT 2 - PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All olhcr terms, conditions and exclusions of this policy remain unchanged.

Insurer: ACE American Insurance Company
Account Name. American Water Works Company, Inc.
Policy Term: December 31, 2006 - December 31, 2007
Policy No. PGL N01940120

ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:

2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions and exclusions of this policy remain unchanged.

Insurer:	**ACE American Insurance Company**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**PGL N01940120**

ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**ACE American Insurance Company**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**PGL N01940120**

ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. Pollution and Contamination Exclusion.

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release:, discharge, escape or dispersal of **CONTAMINANTS** or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

Except if a limit is shown in the policy

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

Asbestos Exclusions

This policy does not cover -

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or de contamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

Except if a limit is shown in the policy

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

PR9015(Ed.01/91)
LX109

Account No.
Policy No. PGL N01940120

ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).
   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

Account No.
Policy No. PGL N01940120

ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

Account No.
Policy No. PGL N01940120

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

Account No.
Policy No. PGL N01940120

Appendix - A - New Madrid Seismic Zone

Property in:
Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff
Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson
Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo
Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne
Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

Account No.
Policy No. PGL N01940120

Appendix - B - Pacific Northwest Seismic Zone

Property in:
Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

Account No.
Policy No. PGL N01940120

Appendix - C - Windstorm Tier 1 Counties

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Hawaii:	Entire Stale of Hawaii
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;
Puerto Rico:	Entire State of Puerto Rico
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;
Virginia:	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

Named Insured:			Endorsement Number
American Water Works Company, Inc.			**A**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PGL	**N01940120**	**December 31, 2006 - December 31, 2007**	**December 31, 2006**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ACE American Insurance Company

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Company, Inc.			**B**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsemen
PGL	**N01940132**	**December 31, 2006 - December 31, 2007**	**December 31, 2006**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

BRIDGE WORDING ENDORSEMENT

Whenever used in this Policy, the terms, "we", "our", "you", and "your" are hereby changed to "the Company", "the Company's", "the Insured", and "the Insureds".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ACE American Insurance Company

MOLD EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Company, Inc.			**C**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PGL	**N01940120**	**December 31, 2006 – December 31, 2007**	**December 31, 2006**
Issued By			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ACE American Insurance Company

POLICY AMENDMENT ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Company, Inc.			**D**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsemen
PGL	**N01940132**	**December 31, 2006 - December 31, 2007**	**December 31, 2006**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

POLICY AMENDMENT ENDORSEMENT

It is hereby understood and agreed that this policy is amended as follows:

1. The Sublimits for Earth Movement set forth under Limits of Liability on page 5 of 62 is amended to read $100,000,000 per occurrence and in the Annual Aggregate ,except in lieu of $300,000,000 per occurrence and in the Aggregate, except

2. The Sublimit for Flood set forth under Limits of Liability on page 5 of 62 is amended to read $100,000,000 per occurrence and in the Annual Aggregate, except in lieu of $160,000,000 per occurrence and in the Aggregate, except

3. Boiler and Machinery Sublimits set forth under Limits of Liability on page 7 of 62 are amended to read as follows:

$10,000,000	Water Damage as described in clause 9.V.4
$20,000,000	Data Restoration as described in clause 9.V.2.
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3
$10,000,000	Expediting Expense
$10,000,000	Extra Expense
$10,000,000	Consequential Damage

4. As respects Clause 8E. **TIME ELEMENT EXTENSIONS**, the words "5 statute miles" are amended to read "1 statute mile" under Items (2) Interruption by Civil or Military Authority and (4) Ingress/Egress on pages 17 and 18.

5. The following is added to Clause 12. **PROPERTY EXCLUDED** on page 37 of 62:

   I. Transmission and distribution lines located beyond 1000 feet from any Insured premises

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ACE American Insurance Company

POLITICAL RISKS EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Company, Inc.			**E**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PGL	**N01940120**	**December 31, 2006 - December 31, 2007**	**December 31, 2006**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

POLITICAL RISKS EXCLUSION

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation"

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ACE American Insurance Company

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Company, Inc.			**F**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PGL	**N01940120**	**December 31, 2006 to December 31, 2007**	**December 31, 2006**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that the following State mandatory forms are added to the policy:

ISO MANDATORY FORMS INDEX

State	Title	Form Number
Alabama	Alabama Changes	IL01451200
Alabama	Alabama Changes- Actual Cash Value	IL01900702
Arizona	Arizona Changes- Cancellation and NonRenewal	IL02580702
California	California Changes- Cancellation and NonRenewal	IL02701104
Connecticut	Connecticut Changes- Cancellation and NonRenewal	IL01430705
Florida	Florida Changes- Cancellation and NonRenewal	IL02550106
Florida	Florida Changes- Legal Action Against Us	IL01750702
Hawaii	Hawaii Chages- Cancellation and NonRenewal	CP02650901
Hawaii	Hawaii Chages- Domestic Abuse	CP01651298
Illinois	Illinois Changes- Cancellation and NonRenewal	IL02841205
Indiana	Indiana Changes- Cancellation and NonRenewal	IL02720702
Indiana	Indiana Changes- Concealment, Misrepresentation or Fraud	IL01560702
Iowa	Iowa Changes- Cancellation and NonRenewal	IL02760204
Kansas	Kansas Changes- Cancellation and NonRenewal	IL02610702
Kansas	Kansas Changes- Concealment, Misrepresentation or Fraud	IL01600702
Kentucky	Kentucky Changes- Cancellation and NonRenewal	IL02630702
Kentucky	Kentucky Changes	CP01660900
Maryland	Maryland Changes	IL02070702
Massachusetts	Massachusetts Changes	CP01091000
Missouri	Missouri Changes- Cancellation and NonRenewal	IL02740702
New Jersey	New Jersey Changes- Cancellation and NonRenewal	IL02081205
New Mexico	New Mexico Changes – Property Claims Settlement in the Event Of a Catastrophe	IL01780702
New Mexico	New Mexico Changes – Cancellation and NonRenewal	IL02980702
New York	New York Changes- Cancellation and NonRenewal	IL02681105
New York	New York Changes- Fraud	IL01830702
Ohio	Ohio Changes- Cancellation and NonRenewal	IL02441105
Ohio	Ohio Changes	CP01230400
Oklahoma	Oklahoma Changes- Cancellation and NonRenewal	IL02360702
Oklahoma	Oklahoma Notice	IL01791002
Pennsylvania	Pennsylvania Changes- Cancellation and NonRenewal	IL02460702
Pennsylvania	Pennsylvania Changes	IL01720702

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Company, Inc.			**F**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PGL	**N01940120**	**December 31, 2006 to December 31, 2007**	**December 31, 2006**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Pennsylvania	Pennsylvania Changes - Actual Cash Value	IL01660702
Texas	Texas Amendatory Endorsement - Cancellation and Nonrenewal	A

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Ace American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99,** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:

1. We will not pay for loss or damage arising out of any act committed:
   a. By or at the direction of any insured; and
   b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent co-insured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent co-insured:
   a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
   b. For the act causing the loss, either:
      (1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
      (2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
3. If we pay a claim pursuant to Paragraph **B.2.,** our payment to the innocent co-insured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

C. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If we pay an innocent co-insured for loss arising out of an act of abuse by another insured, the rights of the innocent co-insured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the abuser.

Copyright, Insurance Services Office, Inc., 2000
 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

 © ISO Properties, Inc., 2001 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where **B.**, below, applies):

7. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or

© ISO Properties, Inc., 2001

2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or presenting a claim under the policy;

d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or

g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where **D.**, below, applies):

NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
   a. We or a company within the same insurance group has offered to issue a renewal policy; or
   b. You have obtained replacement coverage or agreed in writing to do so.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
   a. You have agreed to nonrenewal; or
   b. You have accepted replacement coverage.
3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

© ISO Properties, Inc., 2001

E. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

a. The present policy will remain in effect until the earlier of the following:

(i) 60 days after the date of mailing or delivery of the notice; or

(ii) The effective date of replacement coverage obtained by the first Named Insured.

b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(i) The rates applicable to the terminated policy; or

(ii) The rates presently in effect.

c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

 © ISO Properties, Inc., 2004 □

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

© ISO Properties, Inc., 2004

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

© ISO Properties, Inc., 2004

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim under the policy;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of Cancellation will be sent or delivered by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

© ISO Properties, Inc., 2004
 □

5. Notice of cancellation will state the specific reason for cancellation and the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. Notice of cancellation will state that the excess premium (if not tendered) will be refunded on demand.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following are added to the **Appraisal** Loss Condition:

1. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
2. If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.

C. The **Mortgageholders** Additional Condition is replaced by the following:

MORTGAGE HOLDER INTERESTS AND OBLIGATIONS

If loss hereunder is made payable, in whole or in part, to a designated mortgage holder not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgage holder a ten days' written notice of cancellation.

If you fail to render proof of loss such mortgage holder, upon notice, shall render proof of loss in the form specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If we claim that no liability existed as to the mortgagor or owner, we shall, to the extent of payment of loss to the mortgage holder, be subrogated to all the mortgage holder's rights of recovery, but without impairing mortgage holder's rights to sue; or we may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgage holder may be added hereto by agreement in writing.

D. The following are added:

1. If any conditions of the Connecticut Standard Fire Policy, (Connecticut Statutes, Chapter 38, Section 98) are construed to be more liberal than any other policy condition, the conditions of Connecticut Standard Fire Policy will apply.
2. **NONRENEWAL**
   a. If we decide not to renew this policy we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
   b. This notice will be delivered or sent by:
      (1) Registered mail;
      (2) Certified mail; or
      (3) Mail evidenced by a certificate of mailing.

      If notice is mailed, proof of mailing is sufficient proof of notice.
   c. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the Legal Action Against Us condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) On the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

(a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

(3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

© ISO Properties, Inc., 2005

(3) There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) There has been a substantial change in the risk covered by the policy;

(5) The cancellation is for all insureds under such policies for a given class of insureds;

(6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(7) On the basis of filing of claims for partial loss caused by sinkhole damage, or on the basis of the risk associated with the occurrence of such a claim, if:

(a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or

(8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in **7.a.(2)** through **7.a.(8)** above; and

(b) This policy does not cover a residential structure or its contents; or

(3) 90 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in **7.a.(2)** through **7.a.(8)** above; and

(b) This policy covers a residential structure or its contents.

C. The following is added:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:

a. 90 days prior to the expiration of the policy if this policy covers a residential structure or its contents; or

b. 45 days prior to the expiration of the policy for all other policies.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. We may not refuse to renew this policy:

a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

b. On the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:

(1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

© ISO Properties, Inc., 2005

D. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property:

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

   a. Except as provided in **D.1.b.,** we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 90 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

   b. We may cancel or nonrenew the policy prior to restoration of the structure, for any of the following reasons:

      (1) Nonpayment of premium;

      (2) Material misstatement or fraud related to the claim;

      (3) We determine that you have unreasonably caused a delay in the repair of the structure; or

      (4) We have paid the policy limits.

      If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel for a reason listed in **b.(2), b.(3)** or **b.(4),** we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to **D.2.,** a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:

1. We will not pay for loss or damage arising out of any act committed:
   a. By or at the direction of any insured; and
   b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
   a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
   b. Did not cooperate in or contribute to the creation of the loss.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Common Policy Condition:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

C. As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members;
2. Sexual assault of one family or household member by another;
3. Stalking of one family or household member by another family or household member; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

Copyright, Insurance Services Office, Inc., 1998
 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following provision applies except when Paragraph **C.** of this endorsement applies:

The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 30 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. When insurance is provided under the:

1. Legal Liability Coverage Form; or
2. Mortgageholders Errors and Omissions Coverage Form;

Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

1. Nonpayment of premium;
2. Fraud or material misrepresentation;
3. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
4. Substantial breaches of contractual duties, conditions or warranties;
5. Violation of any local fire, health or safety statute or ordinance;
6. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
7. Determination by the insurance commissioner that the continuation of the policy places us in violation of Chapter 431, Hawaii Revised Statutes; or
8. Any good faith reason with the approval of the insurance commissioner.

C. When insurance is provided under the:

1. Legal Liability Coverage Form; or
2. Mortgageholders Errors and Omissions Coverage Form;

the following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

2. If this policy has been in effect for 60 days or less, except as provided in Paragraphs **8.** and **9.** below, we may cancel this policy by mailing written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. If this policy has been in effect for more than 60 days, except as provided in Paragraphs **8.** and **9.** below, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. The policy was obtained through a material misrepresentation;

c. You have violated any of the terms and conditions of the policy;

d. The risk originally accepted has measurably increased;

e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 60 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

4. We will mail our notice to you, any mortgagee or lienholder known to us and to the agent or broker.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. Our notice of cancellation will state the reason for cancellation.

8. Real Property Other Than Residential Properties Occupied By 4 Families Or Less

The following applies only if this policy covers real property other than residential property occupied by 4 families or less:

If any one or more of the following conditions exists at any building that is Covered Property in this policy, we may cancel this policy by mailing to you written notice of cancellation, by both certified and regular mail, if:

a. After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions.

 © ISO Properties, Inc., 2005 □

b. The building has been unoccupied 60 or more consecutive days. This does not apply to:

(1) Seasonal unoccupancy; or

(2) Buildings under repair, construction or reconstruction, if properly secured against unauthorized entry.

c. The building has:

(1) An outstanding order to vacate;

(2) An outstanding demolition order; or

(3) Been declared unsafe in accordance with the law.

d. Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.

The policy will terminate 10 days following receipt of the written notice by the named insured(s).

9. **Residential Properties Occupied By 4 Families Or Less**

The following applies if this policy covers residential properties occupied by 4 families or less:

If this policy has been in effect for 60 days, or if this is a renewal policy, we may only cancel this policy for one or more of the following reasons:

a. Nonpayment of premium;

b. The policy was obtained by misrepresentation or fraud; or

c. Any act that measurably increases the risk originally accepted.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 30 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

10. For insurance provided under the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, the following applies:

GRAIN IN PUBLIC GRAIN WAREHOUSES

(Not applicable to grain owned by the Commodity Credit Corporation)

The following applies only with respect to grain in public grain warehouses:

The first Named Insured or we may cancel this policy at any time by mailing to:

a. The other; and

b. The Director of the Illinois Department of Agriculture (at its Springfield Office);

60 days' written notice of cancellation.

B. The following is added:

NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail you, your agent or broker and any mortgagee or lienholder known to us written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

   If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

2. The following provision applies only if this policy covers residential properties occupied by 4 families or less:

   a. If this policy has been issued to you and in effect with us for 5 or more years, we may not fail to renew this policy unless:

      (1) The policy was obtained by misrepresentation or fraud;

      (2) The risk originally accepted has measurably increased; or

      (3) You received 60 days' notice of our intent not to renew as provided in **1.** above.

   b. If this policy has been issued to you and in effect with us for less than 5 years, we may not fail to renew this policy unless you received 30 days' notice as provided in **1.** above.

C. The following is added:

MAILING OF NOTICES

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy;

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

© ISO Properties, Inc., 2001

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The **Cancellation Common Policy** Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to **d.** below; or

(2) Any other reason.

c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk **insured;**

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

 © ISO Properties, Inc., 2003 □

4. Notice of cancellation will state:
   a. The reason for cancellation; and
   b. The effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
   a. We have offered to issue a renewal policy; or
   b. You have failed to pay a premium due or any advance premium required by us for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

© ISO Properties, Inc., 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR FRAUD Condition** is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by an insured at any time and relating to an insurance application, rating, claim or coverage under this policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the CANCELLATION Common Policy Condition is replaced by the following:

2.a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was issued because of material misrepresentation;

(3) You or any other insured violated any of the material terms and conditions of this policy;

(4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. The following is added and supersedes any condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

© ISO Properties, Inc., 2001
 □

b. If we cancel this policy based on Paragraph **7.a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **7.a.(2)** through **7.a.(7)** above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:
   a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:

a. The loss arose out of a pattern of domestic violence and abuse; and

b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.

3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The **Transfer Of Rights Of Recovery Against Others To Us** Condition, in the Commercial Property Conditions, is amended by adding the following:

If we pay an innocent co-insured for loss described in Paragraph **A.2.**, the rights of the innocent co-insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the perpetrator of the domestic violence.

 Copyright, Insurance Services Office, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. When this endorsement is attached to the **Standard Property Policy CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraphs **2.** and **3.** are replaced by the following:

We may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph **5.** is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written For More Than One Year

(1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

3. Paragraph **6.** is replaced by the following:

A certificate of mailing will be proof of mailing and sufficient proof of notice.

C. The following is added:

We may elect not to renew this policy by mailing notice of nonrenewal to the first Named Insured at least 45 days before the expiration date of this policy. A certificate of mailing will be proof of mailing and sufficient proof of notice.

D. The **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

© ISO Properties, Inc., 2001

2. The action is brought within 3 years after the date on which the direct physical loss or damage occurred.

E. Paragraph **D.** above does not apply to the:

1. Legal Action Against Us Loss Condition in the Legal Liability Coverage Form **CP 00 40;**
2. Legal Action Against Us Condition applicable to Coverages **C** and **D** in the Mortgageholders Errors And Omission Coverage Form **CP 00 70;** or
3. Legal Action Against Us Loss Condition in the Farm Liability Coverage Form **FL 00 20.**

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. If loss or damage is caused by fire or lightning, the **Vacancy** Loss Condition is replaced by the following:

VACANCY OR UNOCCUPANCY

If the building where loss or damage occurs, whether intended for occupancy by owner or tenant, has been vacant or unoccupied for more than:

1. 60 consecutive days for residential premises of 3 units or less; or

2. 30 consecutive days for all other premises;

immediately before that loss or damage, we will not pay for the loss or damage.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

C. The **Mortgageholders** Additional Condition is replaced by the following:

We will pay for covered loss of or damage to real estate to each mortgageholder shown in the Declarations, or in an attached schedule, in the order of precedence, as interests may appear.

D. Paragraph **3.d.** of the **Replacement Cost** Optional Coverage is replaced by the following:

d. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced:

(a) On the described premises; or

(b) At some other location in the Commonwealth of Massachusetts; and

(2) Unless the repairs or replacement are made within a reasonable time, but no more than 2 years after the loss or damage.

With respect to tenants' improvements and betterments, if covered, the following also apply:

(3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of the applicable Coverage Form; and

(4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

E. The following provisions are added:

1. In spite of any provision of any general or special law:

a. We will not pay for loss or damage to real property caused by any Covered Cause of Loss if the amount of loss is $5,000 or more unless you first submit to us a certificate of municipal liens from the collector of taxes of the city or town where the property is located.

b. We will pay to the city or town any amount outstanding on the certificate of municipal liens arising from the provisions of Massachusetts General Law Chapters 40, 59, 60, 80, 83 and 164, Sections 58B through 58F.

The payment will not exceed the amount of loss payable under this Coverage Part.

We will send you and the mortgageholder proof of our payment to the city or town.

c. The claim of the city or town will have priority over the claim of any mortgageholder, assignee, you or any other interested party, except where otherwise provided by the laws of the United States.

 Copyright, Insurance Services Office, Inc., 1999 □

d. We will not be liable to any city, town, mortgageholder, assignee, you or any other interested party for:

(1) Amounts paid to a city or town; or

(2) Amounts not paid to a city or town based upon a certificate showing that no municipal liens exist.

e. Paragraphs **1.a., 1.b., 1.c.,** and **1.d.** above will not apply to any owner-occupied one- to four-family dwelling if the owner of the dwelling lived there when the claim for loss or damage arose.

2. We will not pay any claim for:

a. Loss, damage or destruction of $1,000 or more to a building or structure; or

b. Loss, damage or destruction, of any amount, that causes a building or structure to become:

(1) Dangerous to life or limb; or

(2) Unused, uninhabited or abandoned and open to the weather;

as provided under Massachusetts General Law, Section 6 of Chapter 143;

without giving at least 10 days' written notice before such payment to:

c. The Building Commissioner or the appointed Inspector of Buildings; and

d. The Board of Health or the Board of Selectmen of the city or town where the property is located.

3. If at any time before our payment, the city or town notifies us by certified mail of its intent to begin proceedings designed to perfect a lien under Massachusetts General Law:

a. Chapter 143, Section 3A or 9; or

b. Chapter 111, Section 127B;

we will not pay while the proceedings are pending. The proceedings must be started within 30 days after we receive the notice.

Any lien perfected under the Massachusetts General Laws referred to in **3.a.** and **3.b.** above will extend to the city or town and may be enforced by it against the proceeds of this policy.

4. We will not be liable to any city, town, mortgageholder, assignee, you or any other interested party for:

a. Amounts paid to a city or town; or

b. Amounts not paid to a city or town;

under Provisions **2.** and **3.** above.

F. The following condition is added and supersedes any provisions to the contrary:

NONRENEWAL

This provision applies to coverage on real property which is used predominantly for residential purposes and consists of not more than four dwelling units, and to coverage on personal property of a person residing in such real property:

1. Ordinarily we will renew this policy automatically and send you the renewal notice. Our notice will explain what you should do if you do not want to continue this policy.

2. We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your last mailing address shown in the Declarations, written notice of nonrenewal, accompanied by the specific reasons for nonrenewal, at least 45 days before the expiration date of this policy. However, if your policy was executed on behalf of us, in whole or in part, by or on behalf of your insurance agent or our insurance broker, we will send such written notice only to the agent or broker. Every insurance agent or broker receiving this notice is required to, within 15 days of its receipt, send a copy to you unless the agent or broker has replaced the insurance.

Copyright, Insurance Services Office, Inc., 1999

G. The following is added:

STANDARD FIRE POLICY PROVISIONS

Your policy contains Legal Action Against Us, Appraisal and Cancellation Provisions. Massachusetts law requires that the Suit, Appraisal and Cancellation Provisions of the Massachusetts Standard Fire Policy supersede any similar provisions contained in your policy. Therefore, all Legal Action Against Us, Appraisal and Cancellation Provisions contained in your policy are void. The Suit, Appraisal and Cancellation Provisions of the Massachusetts Standard Fire Policy shall apply instead.

In consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Specified in the Declarations, this company, for the term of years specified in the Declarations from inception date (At 12:01 A.M. Standard Time) to expiration date (At 12:01 A.M. Standard Time) at location of property involved, to an amount not exceeding the amount(s) specified in the Declarations, does insure the Insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but in no event for more than the interest of the insured, against all Loss By Fire, Lightning And By Removal From Premises Endangered By The Perils Insured Against In This Policy, Except As Hereinafter Provided, to the property described in the Declarations while located or contained as described in this policy or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Concealment Fraud — This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable And Excepted Property — This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils Not Included — This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by **(a)** enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; **(b)** invasion; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** civil war; **(g)** usurped power; **(h)** order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; **(i)** neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in the neighboring premises; **(j)** nor shall this company be liable for loss by theft.

Other Insurance — Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

 Copyright, Insurance Services Office, Inc., 1999

Conditions Suspending Or Restricting Insurance Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring **(a)** while the hazard is increased by any means within the control or knowledge of the insured; or **(b)** while the described premises, whether intended for occupancy by owner or tenant, are vacant or unoccupied beyond a period of sixty consecutive days, for residential premises of three units or less and thirty (30) consecutive days for all other premises, or **(c)** as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other Perils Or Subjects Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added Provisions The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver Provisions No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

Cancellation Of Policy This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this company by giving to the insured a five days written notice of cancellation, and to the mortgagee to whom this policy is payable twenty days written notice of cancellation except where the stated reason for cancellation is nonpayment of premium where, in such instance, this policy may be cancelled at any time by this company by giving to the insured a ten days written notice of cancellation, and the mortgagee a twenty days written notice of cancellation, with or without tender of the excess paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand and shall state or be accompanied by a statement of the specific reason or reasons for such cancellation. After this policy has been in effect for sixty days, or after sixty days from any anniversary date, no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following: **(1)** nonpayment of premium; **(2)** conviction of a crime arising out of acts increasing the hazard insured against; **(3)** discovery of fraud or material misrepresentation by the insured in obtaining the policy; **(4)** discovery of willful or reckless acts or omissions by the insured increasing the hazard insured against; **(5)** physical changes in the property insured which result in the property becoming uninsurable; or **(6)** a determination by the commissioner that continuation of the policy would violate or place the insurer in violation of the law. Where the stated reason is nonpayment of premium, the insured may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

Copyright, Insurance Services Office, Inc., 1999

Mortgagee Interests And Obligations Notwithstanding any other provisions of this policy, if this policy shall be made payable to a mortgagee of the covered real estate, no act or default of any person other than such mortgagee or his agent or those claiming under him, whether the same occurs before or during the term of this policy, shall render this policy void as to such mortgagee nor affect such mortgagee's right to recover in case of loss on such real estate; provided, that the mortgagee shall on demand pay according to the established scale of rate for any increase of risk not paid for by the insured; and whenever this company shall be liable to a mortgagee for any sum for loss under this policy for which no liability exists as to the mortgagor, or owner, and this company shall elect by itself, or with others, to pay the mortgagee the full amount secured by such mortgage, then the mortgagee shall assign and transfer to the company interested, upon such payment, the said mortgage together with the note and debt thereby secured.

Pro Rata Liability This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved.

Requirements In Case Loss Occurs The insured shall give immediate written notice to this company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed and damaged property, showing in detail the quantity, description, actual cash value and amount of loss claimed; and the insured shall forthwith render to this company a signed, sworn statement in proof of loss which sets forth to the best knowledge and belief of the insured the following: the time and cause of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupancy, location, possession or exposures of said property, since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and detailed estimates for repair of the damage. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

Copyright, Insurance Services Office, Inc., 1999

When Loss Payable In case of any loss or damage, the company within thirty days after the insured shall have submitted a statement, as provided in the preceding clause, shall either pay the amount for which it shall be liable, which amount if not agreed upon shall be ascertained by award of referees as hereinafter provided, or replace the property with other of the same kind and goodness, or it may, within fifteen days after such statement is submitted, notify the insured of its intention to rebuild or repair the premises, or any portion thereof separately covered by this policy, and shall thereupon enter upon said premises and proceed to rebuild or repair the same with reasonable expedition. It is moreover understood that there can be no abandonment of the property described to the company, and that the company shall not in any case be liable for more than the sum insured, with interest thereon from the time when the loss shall become payable, as provided above. The company shall be liable for the payment of interest to the insured at a rate of one percent over the prime interest rate on the agreed figure commencing thirty days after the date an executed proof of loss for such figure is received by the company, said interest to continue so long as the claim remains unpaid.

Appraisal In case of loss under this policy and a failure of the parties to agree as to the amount of loss, it is mutally agreed that the amount of such loss shall be referred to three disinterested men, the company and the insured each choosing one out of three persons to be named by the other, and the third being selected by the two so chosen, and the award in writing by a majority of the referees shall be conclusive and final upon the parties as to the amount of loss or damage, and such reference, unless waived by the parties, shall be a condition precedent to any right of action in law or equity to recover for such loss; but no person shall be chosen or act as a referee, against the objection of either party, who has acted in a like capacity within four months.

Suit No suit or action against this company for the recovery of any claim by virtue of this policy shall be sustained in any court of law or equity in this commonwealth unless commenced within two years from the time the loss occurred; provided, however, that if, within said two years, in accordance with the provisions of the preceding paragraph, the amount of the loss shall have been referred to arbitration after failure of the parties to agree thereon, the limitation of time for bringing such suit or action shall in no event be less than ninety days after a valid award has been made upon such reference or after such reference or award has been expressly waived by the parties. If suit or action upon this policy is enjoined or abated, suit or action may be commenced at any time within one year after the dissolution of such injunction, or the abatement of such suit or action, to the same extent as would be possible if there was no limitation of time provided herein for the bringing of such suit or action.

Subrogation This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

Boiler And Machinery Coverage Part
Commercial General Liability
Coverage Part
Commercial Property – Legal Liability
Coverage Form **CP 00 40**
Commercial Property – Mortgage
Holders Errors And Omissions
Coverage Form **CP 00 70**
Crime and Fidelity Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations
Liability Coverage Part
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal Provisions apply:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
   b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
      (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
      (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
      (3) We become insolvent; or
      (4) We involuntarily lose reinsurance for this policy.

© ISO Properties, Inc., 2001

c. 60 days before the effective date of cancellation if we cancel for any other reason.

NONRENEWAL

2. The following is added and supersedes any provision to the contrary:

   a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

   b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
Commercial Property Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:

   a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or

   b. 30 days before the effective date of this action if for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of:

   a. Cancellation will state the effective date of cancellation. The policy period will end on that date.

   b. Any other action will state the effective date of that action.

5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

© ISO Properties, Inc., 2005

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

© ISO Properties, Inc., 2005

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

   a. Certified mail; or

   b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

   a. Replaced coverage elsewhere; or

   b. Specifically requested termination.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – PROPERTY CLAIMS SETTLEMENT IN THE EVENT OF A CATASTROPHE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The provisions of this endorsement apply to a claim for direct physical loss or damage to Covered Property, provided that:

1. The claim is for loss or damage that results from a catastrophe declared by the Superintendent of Insurance; and
2. The catastrophic event is a Covered Cause of Loss.

B. The word loss, as used in this endorsement, includes "loss" as defined in certain coverage forms.

C. The following provisions, **C.1.** and **C.2.**, are added to the policy and supersede any provisions to the contrary:

1. If you reported your claim to us:
   a. Before the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date the catastrophe was declared;
   b. After the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date on which you reported the claim.
2. However, the time periods specified in **C.1.** above will be extended by the period of time taken to resolve the following situations:
   a. We suspect the claim is fraudulent and commence an investigation to make such a determination;
   b. You do not provide the necessary information regarding the nature of the claim, following our request for such information; or
   c. You filed suit against us in connection with the claim before expiration of the applicable 90-day period.

D. All other provisions of this policy continue to apply in the event of a catastrophe, including the Suit Against Us and Appraisal conditions.

E. This endorsement does not invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Permissible Reasons And Notice Period

a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) There has been a substantial change in the risk assumed by us since the policy was issued.

(3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

(4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.

(5) You presented a claim based on fraud or material misrepresentation.

c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation, for the reason set forth in **2.b.(1).**

(2) 30 days before the effective date of cancellation, for the reason set forth in **2.b.(2).**

(3) 15 days before the effective date of cancellation, for a reason set forth in **2.b.(3), 2.b.(4)** or **2.b.(5).**

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

B. The following Condition is added:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **1.**, **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.

(2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

(a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

(e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

© ISO Properties, Inc., 2005

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

(1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

© ISO Properties, Inc., 2005

d. If we violate any of the provisions of Paragraph **C.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60 day period; or

(2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2),** as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:

1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.

2. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Procedure And Reasons For Cancellation

a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

(1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued:

we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

© ISO Properties, Inc., 2005

(5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

(a) Issued the policy; or

(b) Last voluntarily renewed the policy;

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. **Conditional Continuation**

Instead of cancelling this policy, we may continue it on the condition that:

(1) The policy limits be changed; or

(2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. **Nonrenewal**

If, as allowed by the laws of New York State, we:

(1) Do not renew this policy; or

(2) Condition policy renewal upon:

(a) Change of limits; or

(b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

(a) At least 45 days; but

(b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.

2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

(1) If we cancel this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

© ISO Properties, Inc., 2005

(2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

(a) The effective date of cancellation of the insured's coverage; or

(b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

(a) The expiration date of the policy; or

(b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Liability Coverage Form
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

The following is added to the **Loss Payment** Loss Conditions and supersedes any provision to the contrary:

c. We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:

(1) Accept your claim;

(2) Deny your claim; or

(3) Need more time to investigate your claim.

If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;

d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the notice of cancellation at least:

a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.

© ISO Properties, Inc., 2005

5. The notice of cancellation will:
   a. State the effective date of cancellation. The policy period will end on that date.
   b. Contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.
2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
   b. 30 days before the effective date, if we cancel for any other reason.

© ISO Properties, Inc., 2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation Common Policy Condition** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

   After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

   (1) Nonpayment of premium;

   (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

   (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

   (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

   (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

   (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

   (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

   (8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the **Common Policy Conditions** and supersede any provisions to the contrary:

1. **Nonrenewal**

   a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

      (1) The expiration date of this policy; or

      (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

© ISO Properties, Inc., 2001

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will **not** provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. **Premium Or Coverage Changes At Renewal**

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

(1) Changes in a rate or plan filed with or approved by the State Board for Property and Casualty Rates or filed pursuant to the Commercial Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

© ISO Properties, Inc., 2001

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

A. For insurance provided under the:

Boiler and Machinery Coverage Part
Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Crime Coverage Part
Commercial Property Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in **1.** or **2.** below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

1. Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:
   a. Accept your claim;
   b. Deny your claim; or
   c. Need more time to determine whether your claim should be accepted or denied.

   If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

   If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

© ISO Properties, Inc., 2001

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in **1.c.** above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in **1.** and **2.** above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. **Cancellation Of Policies In Effect For 60 Days Or More**

   If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

   b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

   c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. **Nonrenewal**

   If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. **Increase Of Premium**

   If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS AMENDATORY ENDORSEMENT
(CANCELLATION AND NONRENEWAL)

Wherever used in this endorsement: 1)"Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Name Corporation, Named Organization, Named Sponsor, or Named Insured stated in the declarations page.

It is hereby agreed that the cancellation provision of this policy is deleted in its entirety and replaced by the following:

CANCELLATION AND NONRENEWAL

A. CANCELLATION

1. This policy may be canceled by the Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.

2. Except as provided by subsection A.3. below, the Insurer may not cancel this policy after the 60th day following the date on which the policy was issued, or if it is a renewal or continuation of a policy issued by the Insurer.

3. The Insurer may cancel this policy at any time during the term of the policy for the following reasons:

   a) fraud in obtaining coverage;

   b) failure to pay premiums when due;

   c) an increase in hazard within the control of the Insured which would produce an increase in rate;

   d) loss of the Insurer's reinsurance covering all or part of the risk covered by the policy; or

   e) an Insurer being placed in supervision, conservatorship, or receivership, if the cancellation or nonrenewal is approved or directed by the supervisor, conservator, or receiver.

4. The Insurer shall deliver or mail to the Insured first named in the Declarations written notice of cancellation at the address shown on the policy not less than the 10th day before the date on which the cancellation takes effect. Such written notice shall state the reasons(s) for cancellation.

5. The Insurer may not cancel this policy based solely on the fact that the Insured is an elected official.

B. NONRENEWAL

1. The Insurer may refuse to renew this policy by delivering or mailing to the Insured first named in the Declarations written notice of nonrenewal at the address shown on the policy. Such written notice shall state the reason(s) for nonrenewal. The notice must be delivered or mailed not later than the 60th day before the date on which the policy expires. If the notice is delivered or mailed later than the 60th day before the date on which the policy expires, the coverage shall remain in effect until the 61 day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the expiration date of the policy shall be computed pro rata based on the previous year's rates.

2. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

3. The Insurer may not refuse to renew this policy based solely on the fact that the Insured is an elected official.

All other terms and conditions remain unchanged.

SIGNATURES

Named Insured			Endorsement Number
American Water Works Company, Inc.			**G**
Policy Symbol **PGL**	Policy Number **N01940120**	Policy Period **December 31, 2006 – December 31, 2007**	Effective Date of Endorsement **December 31, 2006**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

By signing and delivering the policy to you, we state that it is a valid contract.

ACE AMERICAN INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

GEORGE D. MULLIGAN, Secretary

JOHN J. LUPICA, President

STARR TECHNICAL RISKS AGENCY, INC.

IMPORTANT NOTICE – TO BE KEPT WITH POLICY

To our Brokers/Agents

What to do when Loss Occurs:

1. Report as soon as practicable, every incident, loss, or damage which may become a claim to :

   Jim Jezewski, Vice President and Claims Manager
   Starr Technical Risks Agency, Inc.
   Property Claims Department
   90 Park Avenue
   New York, NY 10016
   Phone: (646) 227-6348
   Fax: (212) 599-3061
   e- mail: Jim.Jezewski@cvstarrco.com

   (AND)

   Al Caceres
   Underwriter
   90 Park Avenue, 6th Floor
   New York, NY 10016
   Phone #: 646-227-6398
   Fax: 212-599-3098
   E-mail: Al.Caceres@cvstarrco.com

2. Starr Technical Risks Agency, Inc. claims cannot be processed through any other facility and must be reported as indicated above.

3. Adjustors can only be assigned by Starr Technical Risks Agency, Inc. Property Claims Department.

Global Property
1133 Ave of the Americas
New York, N. Y. 10036

212-703-7034 *tel*
212-703-7030 *fax*

Carol.dipiazza@ace-ina.com
www.ace-ina.com

Carol DiPiazza
Underwriting Assistant

July 19, 2007

Mr. Mark Andrew King
Marsh USA Inc.
1166 Ave of the Americas
New York, N.Y. 10036-2774

Subject: American Water Works Co, Inc.
Policy # GPA D36109932 001
Term: 12/31/2007 - 12/31/2008

Dear Mark:

Enclosed please find Declarations Page, Policy Form and Endorsement 1-10 for the above mentioned account.

1. Pollution and Contamination, 2. Computer Data/Media Exclusion, 3. Terrorism Endorsement, 4. Definition of Occurrence, 5. Mold Exclusion, 6. Product Recall Exclusion, 7. TRIA Premium Disclosure, 8. Office of Foreign Assets Control Notice ("OFAC"), 9. ACE Signatures Endorsement, 10. ACE Producer Compensation Practices & Policies

Any discrepancies should be brought immediately to the attention of Eric Stoer at 212-703-7109.

Thanks for your cooperation.

Very truly yours,

Carol A. DiPiazza
Underwriting Assistant
ACE Global Property
Tel: 212-703-7034
Fax: 212-703-7030
E-Mail: carol.dipiazza@ace-ina.com

Renewing or in lieu of: **NEW**

ACE American Insurance Company
P.O. Box 1000
436 Walnut Street
Philadelphia, PA 19106

POLICY NO: GPA D36109932 001

ACE USA PROPERTY

DECLARATIONS

Insured: American Water Works Co., Inc.
Address: 1025 Laurel Oak Rd
Voorhees NJ 80433597

Policy Period: From December 31, 2006 at 12:01 A.M., to December 31, 2007 at 12:01 A.M. Standard Time at place of issuance.
To the extent that coverage in this policy replaces coverage in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
The insurance afforded is only with respect to the specific part and coverages therein, the full title of which is set forth below the caption "Form."

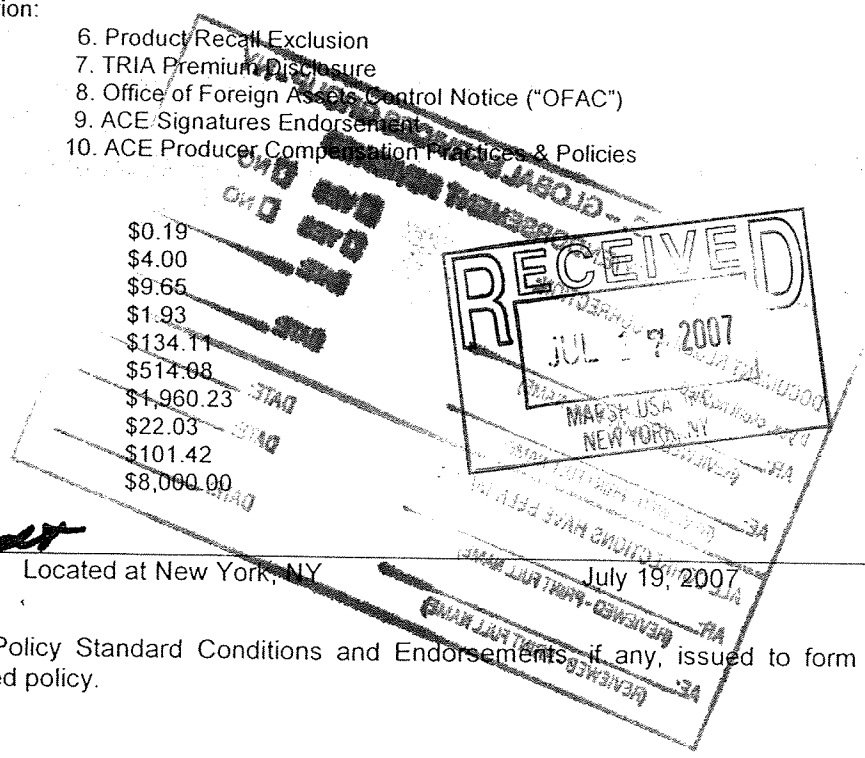
PERILS INSURED	COVERAGE PROVIDED	FORM	LIMITS OF INSURANCE	PREMIUM
All Risk	Property Damage/Time Element	As Per Manuscript Wordings Attached	$5,000,000 part of $50,000,000 excess of various deductibles $5,000,000 part of $50,000,000 excess of $50,000,000 $10,000,000 part of $50,000,000 excess of various deductibles $35,000,000 part of $50,000,000 excess of $50,000,000	$483,439
AGENT/BROKER: MARSH USA INC			TOTAL	**$483,439**

Endorsements attached to policy at inception:

1. Pollution and Contamination
2. Computer Data/Media Exclusion
3. Terrorism Endorsement
4. Definition of Occurrence
5. Mold Exclusion
6. Product Recall Exclusion
7. TRIA Premium Disclosure
8. Office of Foreign Assets Control Notice ("OFAC")
9. ACE Signatures Endorsement
10. ACE Producer Compensation Practices & Policies

Surcharges at inception:

FL State Fire Marshall Assess	$0.19
FL Property Surcharge	$4.00
FL Citizen Property Ins Recoup	$9.65
FL Hurricane Catastrophe Asses	$1.93
KY Domestic Foreign & Alien	$134.11
KY Municipal Tax & Collection	$514.08
NJ Property/Liability Ins Guar	$1,960.23
NY Fire Insurance Fee	$22.03
WV Policy Surcharge	$101.42
Fronting Fee	$8,000.00



Edward C. Bramley

Signature of Authorized Agent — Located at New York, NY — July 19, 2007

This Declaration and Form(s), with Policy Standard Conditions and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Renewing or in lieu of **NEW**

ACE American Insurance Company
P.O. Box 1000
436 Walnut Street
Philadelphia, PA 19106

POLICY NO: GPA D36109932 001

ACE USA PROPERTY

DECLARATIONS

Commission: 0.00% Service Office: NYU Agency No: 380094

Insured: American Water Works Co., Inc.
Address: 1025 Laurel Oak Rd
Voorhees NJ 80433597

Agent/Broker: MARSH USA INC
Address: 1166 AVENUE OF THE AMERICAS
NEW YORK NY 10036-2774

Policy Period: From December 31, 2006 at 12:01 A.M., to December 31, 2007 at 12:01 A.M. Standard Time at place of issuance.

To the extent that coverage in this policy replaces coverage in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

The insurance afforded is only with respect to the specific part and coverages therein, the full title of which is set forth below the caption "Form."

PERILS INSURED	COVERAGE PROVIDED	FORM	LIMITS OF INSURANCE	PREMIUM
All Risk	Property Damage/Time Element	As Per Manuscript Wordings Attached	$5,000,000 part of $50,000,000 excess of various deductibles $5,000,000 part of $50,000,000 excess of $50,000,000 $10,000,000 part of $50,000,000 excess of various deductibles $35,000,000 part of $50,000,000 excess of $50,000,000	$483,439
AGENT/BROKER: MARSH USA INC			**TOTAL**	**$483,439**

Endorsements attached to policy at inception:

6. Pollution and Contamination
7. Computer Data/Media Exclusion
8. Terrorism Endorsement
9. Definition of Occurrence
10. Mold Exclusion
6. Product Recall Exclusion
7. TRIA Premium Disclosure
8. Office of Foreign Assets Control Notice ("OFAC")
9. ACE Signatures Endorsement
10. ACE Producer Compensation Practices & Policies

Surcharges at inception:

FL State Fire Marshall Assess	$0.19
FL Property Surcharge	$4.00
FL Citizen Property Ins Recoup	$9.65
FL Hurricane Catastrophe Asses	$1.93
KY Domestic Foreign & Alien	$134.11
KY Municipal Tax & Collection	$514.08
NJ Property/Liability Ins Guar	$1,960.23
NY Fire Insurance Fee	$22.03
WV Policy Surcharge	$101.42
Fronting Fee	$8,000.00

Signature of Authorized Agent Located at New York, NY July 19, 2007

This Declaration and Form(s), with Policy Standard Conditions and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

TABLE OF CONTENTS
(Order in which they appear) Page No

NAMED INSURED 4
1. TERM OF INSURANCE AND PREMIUM 4
2. PARTICIPATION 4
3. CURRENCY DESIGNATION 4
4. LIMITS OF LIABILITY 4
5. DEDUCTIBLES 8
6. LOSS PAYABLE 11
7. TERRITORY 11
8. COVERAGE 11
A. Real and Personal Property 11
B. Business Interruption 12
BB. Business Interruption - Loss of Profits 14
C. Extra Expense 15
D. Rental Value 16
E. Time Element Extensions 16
F. Provisions Applicable to Time Element 19
G. Transit 20
H. Accounts Receivable 20
J. Leasehold Interest 21
K. Commissions, Profits, and Royalties 22
L. Service Interruption 23
9. COVERAGE EXTENSIONS 24
A. Demolition and Increased Cost of Construction 24
B. Debris Removal and Cost of Cleanup 25
C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal .. 25
D. Decontamination Costs 26
E. Extra and Expediting Expense 26
F. Loss Adjustment Expenses and Professional Fees 26
G. Fire Brigade Charges and Extinguishing Expenses 26
H. Defense Costs 26
I. Consequential Loss 26
J. Control of Damaged Merchandise 27
K. Brands or Trademarks 27
L. Tenants and Neighbors Liability 27
M. Devaluation 28
N. Coinsurance Deficiency 28
O. Tax Liability 28
P. Tax Treatment of Profits 28
Q. Deferred Payments 29
R. Temporary Removal of Property 29

S. Terrorism 29
T. Operational Testing 30
U. Property in the course of Construction 31
V. Exhibition, Exposition, fair or Trade Show 31
W. Boiler and Machinery Sub-limited coverages 31
X. Difference in Conditions 32
10. PERILS INSURED AGAINST 33
11. PERILS EXCLUDED 33
12. PROPERTY EXCLUDED 37
13. VALUATION 37
14. EARTHQUAKE AND FLOOD 39
15. ACCIDENT 40
16. CONTRIBUTING INSURANCE 41
17. EXCESS INSURANCE 41
18. UNDERLYING INSURANCE 41
19. OTHER INSURANCE 41
20. PRIMARY INSURANCE 41
21. CONFLICT IN WORDING 42
22. SUBROGATION 42
23. SALVAGE AND RECOVERIES 42
24. MACHINERY 42
25. SUSPENSION 42
26. ERRORS OR OMISSIONS 43
27. NOTICE OF LOSS 43
28. PROOF OF LOSS 43
29. PARTIAL PAYMENT OF LOSS 43
30. ASSIGNED ADJUSTER 43
31. APPRAISAL 43
32. PAIR OR SET 43
33. ASSISTANCE AND COOPERATION OF THE INSURED 44
34. SUE AND LABOR 44
35. PAYMENT OF LOSS 44
36. CURRENCY 44
37. REINSTATEMENT 45
38. SUIT AGAINST THE COMPANY 45
39. CERTIFICATES OF INSURANCE 45
40. CANCELLATION 45
41. VALUES 46
42. TITLES OF PARAGRAPHS 46
43. CONFORMANCE 47
44. GEOGRAPHIC TERRORISM PROVISIONS 47
45. ASSIGNMENT 47
46. MISREPRESENTATION AND FRAUD 47
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS) 47

48. FULL WAIVER 49
49. POLICY DOCUMENTATION 49

PROPERTY Y2K MILLENNIUM ENDORSEMENT 50
WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING 51
STANDARD PROPERTY CONDITIONS 52
GOVERNMENT ACTIVITY CLAUSE 53
Appendix - A - New Madrid Seismic Zone 54
Appendix - B - Pacific Northwest Seismic Zone 55
Appendix - C - Windstorm Tier 1 Counties 56
Mandatory ACE American Insurance Company Endorsements 57

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

. TERM OF INSURANCE AND PREMIUM

In consideration of USD $493,700 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

. PARTICIPATION

$10,000,000 part of $100,000,000 Excess of Deductibles

This policy covers for a ten (10%) percent interest in this insurance, and this Company shall not be liable for more than ten (10%) percent of the limits of liability set forth herein, nor for more than ten (10%) percent of the recoverable loss.

. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $100,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$100,000,000	Earth Movement per occurrence and in the Aggregate, except $50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$100,000,000	Flood per occurrence and in the Aggregate, except $100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.J., Deferred Payments as described in Clause 9.Q., Valuable Papers as described in Clause 13.B.3., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.

$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except $10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element and Contingent Extra Expense as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Rental Value as described in Clause 8.D.
$100,000	Personal Property of Employees
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development
$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)

$5,000,000	Decontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year
$100,000,000	Terrorism, as described in Clause 9.S.for Property Damage and Time Element combined. This limit shall not include the actual cash value portion of fire damage caused by Terrorism.

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause 9.W.4.
$20,000,000	Expediting Expense as described in Clause 9.E.
$20,000,000	Extra Expense as described in Clause 8.C.
$20,000,000	Data Restoration as described in clause 9.W.2
$20,000,000	Consequential Damage as described in clause 9.W.1
$5,000,000	Hazardous Substances as described in clause 9.W.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)
30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)
12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)

DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgwater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.

2. This is the annual aggregate amount

3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate

deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;
   b. payment of such claim;

   such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumed by the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

5. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

6. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

7. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned

and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;
such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.
(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party

in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored

and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under

the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

Loss payment due under this clause $= \frac{C\text{-}A}{B} - C$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

   b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Consequential Damage

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

   a) the coverage is provided under this Policy;

b) the limit(s) of liability has been exhausted under the primary policy, and

c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded.
Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S.

However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.
The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.
"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

2. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

3. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler

leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;

(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

11. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

12. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

13. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

14. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

15. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

4. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

5. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

6. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

7. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

8. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

9. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

0. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

11. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

12. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

13. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

14. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

15. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

16. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

17. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying policy(ies) limit,

then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

8. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

9. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Signed Edward Brandt
(Authorized Signature)

Signed 7/19/07
(Authorized Signature)

PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:

2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions and exclusions of this policy remain unchanged.

WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

Appendix A – New Madrid Seismic Zone

Property in:
Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff
Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson
Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo
Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne
Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

Appendix - B - Pacific Northwest Seismic Zone

Property in:
Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

Appendix - C - Windstorm Tier 1 Counties

Alabama: Baldwin, Mobile;

Florida: Entire State of Florida;

Hawaii: Entire Stale of Hawaii

Georgia: Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;

Louisiana: Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;

Mississippi Hancock, Harrison, Jackson;

North Carolina: Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;

Puerto Rico: Entire State of Puerto Rico

South Carolina: Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;

Texas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;

Virginia: Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			1
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ACE USA POLLUTION AND CONTAMINATION POLICY WORDING

POLICY EXCLUSIONS

a. Loss or damage caused by, resulting from, contributed to, or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy;

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured subject to the provisions of this policy;

CONTAMINANTS or POLLUTANTS means any material which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to bacteria, fungi, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976 and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency;

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems;

b. Costs, fines, penalties or expenses incurred or sustained by the Insured or imposed on the Insured at the order of any Government Agency, Court or Authority in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

COVERAGE EXTENSIONS:

1. Demolition and Increased Cost of Construction

If a physical loss or damage to insured real property caused by an insured peril causes the enforcement of any law or ordinance that:

a. requires the demolition of parts of the undamaged real property;

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

b. regulates the construction or repair of damaged real property;

c. is in force at the time of loss:

the Company will pay:

a. the cost of demolishing or clearing the site of undamaged real property;

b. the value of such undamaged part of the facility which must be demolished;

c. the increased cost of repair or reconstruction of the damaged and undamaged real property on the same or another site and limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged real property on the same site. However, the Company will not pay for any increased cost of construction loss unless the damaged real property is actually rebuilt or replaced.

d. any increase in the business income and extra expense loss arising out of the additional time required to comply with said law or ordinance. Such additional time will not exceed thirty consecutive days.

Exclusions

This provision excludes:

a. Asbestos material removal unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;

b. demolition or increased cost of repair or replacement, debris removal or loss of use caused by the enforcement of any law or ordinance regulating asbestos material;

c. any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of insured property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

2. Debris Removal

In the event of direct physical loss or damage insured against and occurring during the term of this policy the Company will pay:

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			1
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

a. necessary and reasonable costs to remove debris of the property insured herein from the premises of the Insured; and/or

b. cost of cleanup at the premises of the Insured made necessary as a result of such direct physical loss or damage.

The Company will not pay expense or cost to extract pollutants or contaminants from land or water or to remove, restore or replace contaminated or polluted land or water.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than twelve months after the date of such physical loss or damage.

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			2
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 - 12/31/2008	04/30/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

ELECTRONIC DATA/MEDIA EXCLUSION ENDORSEMENT

Any other term, provision, or endorsement notwithstanding, this policy does not insure against loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:

ELECTRONIC DATA by any cause whatsoever (including but not limited to COMPUTER VIRUS); and/or

ELECTRONIC MEDIA caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA;

regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA or ELECTRONIC MEDIA.

This exclusion does not apply to loss or damage of ELECTRONIC DATA or ELECTRONIC MEDIA caused by or resulting from the Perils of Fire, Explosion, Riot and Civil Commotion, Vehicles and Aircraft Impact or Collision, Sonic Boom, Sprinkler Leakage, Sinkhole, Collapse, Flood, Earth Movement or Volcanic Action, if and to the extent such Perils are already covered by this or by any underlying policy.

ELECTRONIC DATA means facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by COMPUTERS or for storage on ELECTRONIC MEDIA. ELECTRONIC DATA includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by COMPUTERS.

ELECTRONIC MEDIA means any physical device that holds, stores, contains or transfers ELECTRONIC DATA, and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.

Computers includes but is not limited to mainframes, servers, workstations and portable computers, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery,

Authorized Agent

TERRORISM EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc			3
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 - 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

A. Any other provisions of this policy notwithstanding, this insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly resulting from or arising out of or in any way related to any:

1. "Act of Terrorism" or

2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism".

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in sequence to the loss, injury, damage, expense, cost, or legal obligation.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

B. As used in this endorsement:

"Act of Terrorism" means any activity that:

1. Involves any violent act or any act dangerous to human life, tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and

2. Appears to be intended, in whole or in part, to:

   a. Intimidate or coerce a civilian population; or

   b. Disrupt any segment of a nation's economy; or

   c. Influence the policy of a government by intimidation or coercion; or

   d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or

e. Respond to governmental action or policy.

Authorized Agent

Authorized Agent

TERRORISM EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc			3
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 - 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

C. "Provided, however, that nothing in this Endorsement shall exclude coverage, to the extent that such coverage is required to be made available by the express terms and conditions of the U. S. Federal Terrorism Risk Insurance Act of 2002 ("TRIA") for any loss resulting from an act certified by the Secretary of the U. S. Treasury Department to be an "act of Terrorism" pursuant to TRIA; provided that such coverage shall be subject to all terms, conditions and other coverage limitations under the Policy".

All other terms and conditions remain unchanged.

Authorized Agent

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc			4
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ACE USA DEFINITION OF LOSS OCCURRENCE ENDORSEMENT

The term "loss occurrence" shall mean the sum of all individual losses directly occasioned by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event which occurs anywhere within the policy territory. However, the duration and extent of any one "loss occurrence" shall be limited to all individual losses sustained by the Insured occurring during any period of 72 consecutive hours arising out of and directly occasioned by the same event, except the term "loss occurrence" shall be further defined as follows:

a.) As regards windstorm, hail, tornado, hurricane, typhoon, cyclone including ensuing collapse and water damage, all individual losses sustained by the Insured occurring during any period of 72 consecutive hours arising out of and directly occasioned by the same event.

b.) As regards the perils of riot, riot attending a strike, civil commotion, vandalism and malicious mischief, including losses from all other perils covered hereunder following as a result of the aforesaid perils, "loss occurrence" shall mean all losses or series of losses occurring during any period of 72 consecutive hours arising out of and directly occasioned by the same event. The maximum duration of 72 consecutive hours may be extended in respect of individual losses, which occur beyond such 72 consecutive hours during the continued occupation of the Insured's premises by strikers, provided such occupation commenced during aforesaid period.

c.) As regards earthquake, seaquake, tidal wave, volcanic eruption, including losses from all other perils covered hereunder following as a result of the aforesaid perils, only those individual losses covered hereunder, which commence during the period of 72 consecutive hours, may be included in the Insured's "loss occurrence".

d.) As regards the peril of freeze, only those individual losses directly occasioned by collapse, breakage of glass, water and/or liquid damage due to burst pipes tanks or pressure vessels; damage to machinery or equipment, stock and/or work in progress due to freeze; and/or individual losses arising directly out of the lack of supply of power, current, coolant and/or fuel due to frozen pipes and/or frozen feedlines may be included in the Insured's "loss occurrence"

Except for those "loss occurrences" referred to in paragraph (a) and (b) above, the Insured may chose the date and time when such period of consecutive hours commences, provided that it is not earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Insured arising out of that disaster, accident or loss and provided that only one such period of 72 consecutive hours shall apply with respect to one event.

However, as respects those "loss occurrences" referred to in paragraph (a) and (b) above, if the disaster, accident or loss occasioned by the event is of greater duration than 72

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc			4
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

consecutive hours, then the Insured may divide that disaster, accident or loss into two or more "loss occurrences", provided no two periods overlap and no individual loss is included in more than one such period and provided that no period commences earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Insured arising from that disaster, accident or loss.

This clause does in no way alter any policy limit or policy sublimit expressed.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			5
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Mold, Fungus, Wet and Dry Rot and Bacteria Exclusion

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			6
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Products Recall Exclusion

This policy does not insure against any cost associated with any form of contamination of the Insured's raw stock, stock in process or finished stock or products in the stream of commerce, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured in this policy. Further, this policy does not insure against any loss, damages, costs or expenses incurred by the Insured or by others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Insured's products or the Insured's direct or indirect customers or suppliers if such product or any portion of it is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, contamination or dangerous condition.

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			7
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 - 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002)

Terrorism Premium (Certified Acts)

A) Premium : $ 27,090

Additional information, if any, concerning the terrorism premium:

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, The company is required to provide the insured with a notice disclosing the portion of the premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of the premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

THIS ENDORSEMENT is attached to and made part of this policy in RESPONSE TO the disclosure requirements of the terrorism risk insurance act of 2002. This endorsement does not grant any coverage or change the terms and conditions of any coverage under this POLICY.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Authorized Agent

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			8
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007- 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of the policy. You should read the policy and review the Declarations page for complete information on the coverages provided.

This Notice provides information concerning possible impact on the insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that the insured or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Authorized Agent

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			9
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 to 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

By signing and delivering the policy to you, we state that it is a valid contract.

ACE AMERICAN INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

George D. Mulligan

GEORGE D. MULLIGAN, Secretary

JOHN J. LUPICA, President

Authorized Agent

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
American Water Works Co, Inc.			10
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
GPA	D36109932 001	12/31/2007 - 12/31/2008	12/31/2007
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

ACE PRODUCER COMPENSATION
PRACTICES & POLICIES

ACE BELIEVES THAT POLICYHOLDERS SHOULD HAVE ACCESS TO INFORMATION ABOUT ACE'S PRACTICES AND POLICIES RELATED TO THE PAYMENT OF COMPENSATION TO BROKERS AND INDEPENDENT AGENTS. YOU CAN OBTAIN THAT INFORMATION BY ACCESSING OUR WEBSITE AT HTTP://WWW.ACEPRODUCERCOMPENSATION.COM OR BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER:
1-866-512-2862.

Authorized Agent

POLICY NUMBER: RNB730374-06

IL DS 00 07 02

COMMON POLICY DECLARATIONS

RECEIVED
JUN 04 2007
MARSH USA, INC.
NEW YORK, NY

AXIS REINSURANCE COMPANY **(A Stock Company)** **430 PARK AVENUE, 4TH FLOOR** **NEW YORK, NY 10022**	**MARSH USA INC** **1166 AVENUE OF THE AMERICAS** **NEW YORK, NY 10036**

NAMED INSURED: American Water Company Inc.

MAILING ADDRESS: 1025 Laurel Oak Road
Voorhees, NJ 08043

POLICY PERIOD: FROM December 31, 2006 TO December 31, 2007 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION	Utility Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
BOILER AND MACHINERY COVERAGE PART	$
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	$
COMMERCIAL AUTOMOBILE COVERAGE PART	$
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$
COMMERCIAL INLAND MARINE COVERAGE PART	$
COMMERCIAL PROPERTY COVERAGE PART	$ 57,000
CRIME AND FIDELITY COVERAGE PART	$
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	$
FARM COVERAGE PART	$
LIQUOR LIABILITY COVERAGE PART	$
POLLUTION LIABILITY COVERAGE PART	$
PROFESSIONAL LIABILITY COVERAGE PART	$
INSURED PURCHASED TRIA TERRORISM COVERAGE ☐ YES ☒ NO	
CERTIFIED TERRORISM (TRIA) COVERAGE PART	$
NON CERTIFIED TERRORISM COVERAGE PART	$
NEW JERSEY PROPERTY LIABILITY GUARANTY ASSOCIATION ASSESSMENT	$ 526.60
TOTAL:	$ 57,526.60

Premium shown is payable: $ 57,526.60 at inception.

© ISO Properties, Inc., 2001
GUG1103-043-2

FORMS APPLICABLE TO ALL COVERAGE PARTS :
GUG0902-009 Notice To Policy Holder
LI-FS 001 0704 State Fraud Statements
American Water Works Company Inc. Policy Form Including Endorsements No. 1-9
Electronic Property & Virus Exclusion Endorsement No.10
Mold Exclusion Endorsement No.11
Pollution Exclusion Endorsement No.12
IL 09 71 11 02 Exclusion of Certified and other acts of Terrorism; Coverage for certain fire losses
IL 09 95 01 07 Conditional Exclusion of Terrorism

Countersigned:	By: Michael E Rowell
(Date)	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

© ISO Properties, Inc., 2001

NOTICE TO POLICYHOLDER

This policy is composed of various forms explaining the insurance coverage provided. It may also include one or more endorsements. Endorsements are documents that change the policy. Endorsements may provide additional coverage to the policy. Endorsements can also restrict or remove coverage provided in the policy. THE POLICY SHOULD BE READ CAREFULLY TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

As the context may require, the words "you," "your," Insured," and "the Insured" refer to the Named Insured shown in the Declarations. The words "we," "us," "our," "Company," "the Company," and "this Company" refer to the Company providing this insurance.

STATE FRAUD STATEMENTS

Applicable in Arkansas

Arkansas Fraud Statement

"Any person who knowing presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Applicable in Colorado

Colorado Fraud Statement

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Applicable in District of Columbia

District of Columbia Fraud Statement

"Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Applicable in Florida

Florida Fraud Statement

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."

Applicable in Kentucky

Kentucky Fraud Statement

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

Applicable in Louisiana and New Mexico

Louisiana and New Mexico Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

Applicable in Maine

Maine Fraud Statement

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

STATE FRAUD STATEMENTS

Applicable in New Jersey

New Jersey Fraud Statement

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

Applicable in New York

New York Fraud Statement

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

Applicable in Ohio

Ohio Fraud Statement

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

Applicable in Oklahoma

Oklahoma Fraud Statement

"Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

Applicable in Pennsylvania

Pennsylvania Fraud Statement

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Applicable in Tennessee and Virginia

Tennessee and Virginia Fraud Statement

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Insurer:	**Axis ! ialty Insurance Company**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**RNB730374-06**

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 4
1. TERM OF INSURANCE AND PREMIUM 4
2. PARTICIPATION 4
3. CURRENCY DESIGNATION 4
4. LIMITS OF LIABILITY 4
5. DEDUCTIBLES 8
6. LOSS PAYABLE 11
7. TERRITORY 11
8. COVERAGE 11
   - A. Real and Personal Property 11
   - B. Business Interruption 12
   - BB. Business Interruption - Loss of Profits 14
   - C. Extra Expense 15
   - D. Rental Value 16
   - E. Time Element Extensions 16
   - F. Provisions Applicable to Time Element 19
   - G. Transit 20
   - H. Accounts Receivable 20
   - J. Leasehold Interest 21
   - K. Commissions, Profits, and Royalties 22
   - L. Service Interruption 23
9. COVERAGE EXTENSIONS 24
   - A. Demolition and Increased Cost of Construction 24
   - B. Debris Removal and Cost of Cleanup 25
   - C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 25
   - D. Hazardous Substances and Decontamination Costs 26
   - E. Extra and Expediting Expense 26
   - F. Loss Adjustment Expenses and Professional Fees 26
   - G. Fire Brigade Charges and Extinguishing Expenses 26
   - H. Defense Costs 26
   - I. Consequential Loss 27
   - J. Control of Damaged Merchandise 27
   - K. Brands or Trademarks 27
   - L. Tenants and Neighbors Liability 27
   - M. Devaluation 28
   - N. Coinsurance Deficiency 28
   - O. Tax Liability 28
   - P. Tax Treatment of Profits 28
   - Q. Deferred Payments 29
   - R. Temporary Removal of Property 29
   - S. Terrorism 29
   - T. Operational Testing 30
   - U. Property in the course of Construction 31

V. Exhibition, Exposition, fair or Trade Show....31
W. Boiler and Machinery Sub-limited coverages....31
X. Difference in Conditions....32
10. PERILS INSURED AGAINST....33
11. PERILS EXCLUDED....33
12. PROPERTY EXCLUDED....37
13. VALUATION....38
14. EARTHQUAKE AND FLOOD....39
15. ACCIDENT....40
16. CONTRIBUTING INSURANCE....41
17. EXCESS INSURANCE....41
18. UNDERLYING INSURANCE....41
19. OTHER INSURANCE....41
20. PRIMARY INSURANCE....42
21. CONFLICT IN WORDING....42
22. SUBROGATION....42
23. SALVAGE AND RECOVERIES....42
24. MACHINERY....42
25. SUSPENSION....42
26. ERRORS OR OMISSIONS....43
27. NOTICE OF LOSS....43
28. PROOF OF LOSS....43
29. PARTIAL PAYMENT OF LOSS....44
30. ASSIGNED ADJUSTER....44
31. APPRAISAL....44
32. PAIR OR SET....44
33. ASSISTANCE AND COOPERATION OF THE INSURED....44
34. SUE AND LABOR....44
35. PAYMENT OF LOSS....45
36. CURRENCY....45
37. REINSTATEMENT....45
38. SUIT AGAINST THE COMPANY....45
39. CERTIFICATES OF INSURANCE....46
40. CANCELLATION....46
41. VALUES....46
42. TITLES OF PARAGRAPHS....46
43. CONFORMANCE....47
44. GEOGRAPHIC TERRORISM PROVISIONS....47
45. ASSIGNMENT....47
46. MISREPRESENTATION AND FRAUD....47
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)....47
48. FULL WAIVER....49
49. POLICY DOCUMENTATION....49
ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION....50
ENDORSEMENT 2 - PROPERTY DATA CORRUPTION....51
ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT....52
ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING....53
ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT....54

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION 55
ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY 57
ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS 58
ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002 60
Appendix - A - New Madrid Seismic Zone 61
Appendix - B - Pacific Northwest Seismic Zone 62
Appendix - C - Windstorm Tier 1 Counties 63

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD $57,000 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

$40,000,000 part of $200,000,000 excess $100,000,000 Excess of Deductibles

This policy covers for a twenty (20%) percent interest in this insurance, and this Company shall not be liable for more than twenty (20%) percent of the limits of liability set forth herein, nor for more than twenty (20%) percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $200,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$300,000,000	Earth Movement per occurrence and in the Aggregate, except $50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$160,000,000	Flood per occurrence and in the Aggregate, except $100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.K., Deferred Payments as described in Clause 9.X., Valuable Papers as decribed in Clause 8.I., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.

$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except $10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development
$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)

$5,000,000	Hazardous Substances, including Deceontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year
$100,000,000	Terrorism, as described in Clause 9.S.for Property Damage and Time Element combined. This limit shall not include the actual cash value portion of fire damage caused by Terrorism.

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause
$20,000,000	Data Restoration as described in clause 9.V.2
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)

30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)
12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgwater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.

2. This is the annual aggregate amount

3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;
   b. payment of such claim;

   such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumed by the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.

(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the

utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use

necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

$$\text{Loss payment due under this clause} = \frac{C\text{-}A}{B} - C$$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the

Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

a) the coverage is provided under this Policy;

b) the limit(s) of liability has been exhausted under the primary policy, and

c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded.
Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.
"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;

(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical

or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of

property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements

necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying

policy(ies) limit, then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured

within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

48. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

49. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Insurer:	Axis S ialty Insurance Company
Account Name.	American Water Works Company, Inc.
Policy Term:	December 31, 2006 - December 31, 2007
Policy No.	RNB730374-06

ENDORSEMENT 2 - PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising fro

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programm or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All olhcr terms, conditions and exclusions of this policy remain unchanged.

Insurer: Axis Specialty Ins. ..ice Company
Account Name. American Water Works Company, Inc.
Policy Term: December 31, 2006 - December 31, 2007
Policy No. RNB730374-06

ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:

2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions and exclusions of this policy remain unchanged.

Insurer:	Axis Specialty I . .rance Company
Account Name.	American Water Works Company, Inc.
Policy Term:	December 31, 2006 - December 31, 2007
Policy No.	RNB730374-06

ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	Axis Specialty I rance Company
Account Name.	American Water Works Company, Inc.
Policy Term:	December 31, 2006 - December 31, 2007
Policy No.	RNB730374-06

ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

   The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).
   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a S100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is $_____

I hereby reject coverage in accordance with the Act.

Signature of Insured

_____
Print Name/Title

_____
Date

Appendix - A - New Madrid Seismic Zone

Property in:
Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff
Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson
Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo
Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne
Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

Appendix - B - Pacific Northwest Seismic Zone

Property in:
Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

Appendix - C - Windstorm Tier 1 Counties

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Hawaii:	Entire Stale of Hawaii
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;
Puerto Rico:	Entire State of Puerto Rico
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;
Virginia:	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

Named Insured American Water Works Company, Inc.		Endorsement Number 10
Policy Number RNB730374-06	Policy Period December 31, 2006 To December 31, 2007	Effective Date of Endorsement December 31, 2006
Issued by Axis Reinsurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC PROPERTY AND VIRUS

This endorsement modifies insurance provided under this policy.

A. Notwithstanding anything in this policy or other endorsements to this policy to the contrary, this endorsement will apply with respect to the Company's participation on this policy.

B. It is agreed the following are excluded:

1. **Virus** – A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

2. **Computer Manipulation** – Loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by any entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

C. The following is added as respects Time Element Coverage if covered under this policy:

1. Coverage for Business Income, Extra Expense or other Time Element Coverage does not apply when a suspension of operations is caused by a virus or computer manipulation as defined above.

D. The following definition is added as respects Electronic Data:

1. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive process, store, retrieve or send data.

Michael E Tran CO

All other terms and conditions remain unchanged.

Authorized Representative

Named Insured American Water Works Company, Inc.		Endorsement Number 11
Policy Number RNB730374-06	Policy Period December 31, 2006 To December 31, 2007	Effective Date of Endorsement December 31, 2006
Issued by Axis Reinsurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS MOLD, FUNGI, WET OR DRY ROT, AND BACTERIA EXCLUSION ENDORSEMENT

1. Notwithstanding anything in this policy or other endorsements to this policy to the contrary, this endorsement will apply with respect to the Company's participation on this policy.

2. EXCLUSIONS:

   This policy does not cover:

   A. Loss or damage caused directly or indirectly by mold or other fungi, wet or dry rot, or bacteria;

   B. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold or other fungi, wet or dry rot, or bacteria; or

   C. Any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

   This mold or other fungi, wet or dry rot, or bacteria exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

3. DEFINITIONS

   A. Mold or other fungi means:
      (1) any type or form of mold or mildew;
      (2) any other type or form of fungus; or
      (3) any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

   B. Bacteria means:
      (1) any type or form of bacterium; or
      (2) any byproduct that is produced or released by such bacterium.

4. ATTACHMENT OF COVERAGE

   For the purpose of attachment of coverage, mold or other fungi, or bacteria as defined and excluded by this endorsement, and wet or dry rot as excluded by this endorsement, but covered by any Underlying Insurance, will not affect the terms and conditions of this policy. Nor shall such mold or other fungi, wet or dry rot, or bacteria loss covered or payable under any Underlying Insurance be recognized by this policy as eroding or exhausting the limit(s) of such Underlying Insurance.

Michael E Powell

All other terms and conditions remain unchanged.

Authorized Representative

Named Insured American Water Works Company, Inc.		Endorsement Number 12
Policy Number RNB730374-06	Policy Period December 31, 2006 To December 31, 2007	Effective Date of Endorsement December 31, 2006
Issued by Axis Reinsurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION ENDORSEMENT

1. Notwithstanding anything in this policy or other endorsements to this policy to the contrary, this endorsement will apply with respect to the Company's participation on this policy.

2. **EXCLUSIONS**

A. Pollutants and Contaminants Exclusion

(1) As used in this endorsement, Pollutants or Contaminants means:

a. Any solid. liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

b. Pollutants or contaminants include, but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property including bacteria, fungi, mold, mildew, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

(2) This policy does not cover any of the following.

a. Loss or damage cause by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;

b. The expense or cost to extract or remove pollutants or contaminants from debris;

c. The expense or cost to extract or remove pollutants or contaminants from land or water;

d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;

e. The costs associated with the enforcement or any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;

f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters; or

g. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

h. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property.

B. Asbestos, Dioxin or Polychlorinated Biphenols Materials Exclusion

In this exclusion, Asbestos, Dioxin, and Polychlorinated Biphenols are all referred to as "Materials". This policy does not cover:

(1) Removal of such "Materials" from any goods, products, structures or debris;

(2) Demolition, increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such "Materials";

(3) Any governmental direction or request declaring that such "Materials" present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or

(4) Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

C. Fines or Penalties

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Michael S Romeo

All other terms and conditions remain unchanged. **Authorized Representative**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM; COVERAGE FOR CERTAIN FIRE LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. The following definitions are added with respect to the provisions of this endorsement:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:
   a. The act resulted in aggregate losses in excess of $5 million; and
   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002.

B. The following exclusion is added:

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:**

1. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
2. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
3. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

 © ISO Properties, Inc., 2002 □

With respect to this Item **B.3.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part or Standard Property Policy.

C. Exception Covering Certain Fire Losses

If a "certified act of terrorism" or an "other act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Standard Property Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

© ISO Properties, Inc., 2002

POLICY NUMBER: RNB730374-06

IL 09 95 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **D.**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
State(s)	**Coverage Form, Coverage Part Or Policy**
AZ, CA, CT, GA, HI, IA, ID, IL, MA, ME, MO, NC, ND, NJ, NY, OR, PA, RI, VA, VI, WA, WI, WV	All Coverage Forms and Parts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

© ISO Properties, Inc., 2005

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
   a. Use or threat of force or violence; or
   b. Commission or threat of a dangerous act; or
   c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
   a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
   b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

© ISO Properties, Inc., 2005

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

   With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

© ISO Properties, Inc., 2005

AIG **American International Group**

Property Risk Management
80 Pine Street – 4th Floor
New York, NY 10005
Tel: 212.770.1527
Fax: 212. 363.3927

April 7, 2007

Jason C. Hale
Marsh USA, Inc.
1166 Avenue of the America, 10th Floor
New York, NY 10036

RE: American Water Works
Policy No. 573-68-88

Dear Jason:

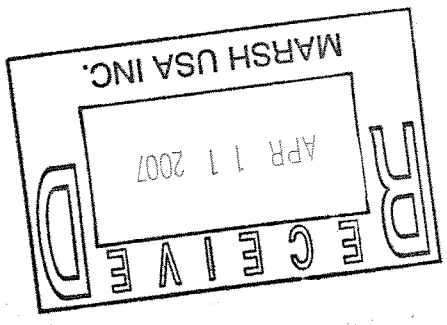
Please see enclosed signed policy form along with our declaration page.

We trust you will find the enclosed to be in order.

Sincerely,

John A. Powell Jr.

Enclosure



LEXINGTON INSURANCE COMPANY
(A DELAWARE CORPORATION)
(A STOCK COMPANY)
Administrative office 200 State Street, Boston, Massachusetts, 02109
COMMERCIAL PROPERTY POLICY
DECLARATIONS

POLICY NUMBER 573-68-88 RENEWAL OF:

ITEM 1. Named Insured: American Water Works Com

Address: 1025 Laurel Oak Road
Voorhees, NJ 08043-3597

ITEM 2. Period
FROM: December 31, 2006 TO: December 31, 2007
At 12:01 A.M. Standard Time at the location of property involved.

ITEM 3. Limit of Insurance $75,000 excess of $25,000

Total Premium	Property	$485,000	Minimum Earned Premium 25%

ITEM 4. Perils
All Risk of Direct Physical Loss or Damage during the policy period, including Flood and Earth Movement.

ITEM 5. Description of Property Coverage
As per Attached Primary Form

ITEM 6. Mortgagee Clause: Loss, if any shall be payable to:

ITEM 7. Forms Attached: Manuscript Form

Authorized Representative

PRPDEC(Ed.01/91)

SECRETARY

PRESIDENT

Lx1119

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 4
1. TERM OF INSURANCE AND PREMIUM 4
2. PARTICIPATION 4
3. CURRENCY DESIGNATION 4
4. LIMITS OF LIABILITY 4
5. DEDUCTIBLES 8
6. LOSS PAYABLE 11
7. TERRITORY 11
8. COVERAGE 11
A. Real and Personal Property 11
B. Business Interruption 12
BB. Business Interruption - Loss of Profits 14
C. Extra Expense 15
D. Rental Value 16
E. Time Element Extensions 16
F. Provisions Applicable to Time Element 19
G. Transit 20
H. Accounts Receivable 20
J. Leasehold Interest 21
K. Commissions, Profits, and Royalties 22
L. Service Interruption 23
9. COVERAGE EXTENSIONS 24
A. Demolition and Increased Cost of Construction 24
B. Debris Removal and Cost of Cleanup 25
C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 25
D. Hazardous Substances and Decontamination Costs 26
E. Extra and Expediting Expense 26
F. Loss Adjustment Expenses and Professional Fees 26
G. Fire Brigade Charges and Extinguishing Expenses 26
H. Defense Costs 26
I. Consequential Loss 27
J. Control of Damaged Merchandise 27
K. Brands or Trademarks 27
L. Tenants and Neighbors Liability 27
M. Devaluation 28
N. Coinsurance Deficiency 28
O. Tax Liability 28
P. Tax Treatment of Profits 28
Q. Deferred Payments 29
R. Temporary Removal of Property 29
S. Terrorism 29
T. Operational Testing 30
U. Property in the course of Construction 31

V. Exhibition, Exposition, fair or Trade Show....31
W. Boiler and Machinery Sub-limited coverages....31
X. Difference in Conditions....32
10. PERILS INSURED AGAINST....33
11. PERILS EXCLUDED....33
12. PROPERTY EXCLUDED....37
13. VALUATION....38
14. EARTHQUAKE AND FLOOD....39
15. ACCIDENT....40
16. CONTRIBUTING INSURANCE....41
17. EXCESS INSURANCE....41
18. UNDERLYING INSURANCE....41
19. OTHER INSURANCE....41
20. PRIMARY INSURANCE....42
21. CONFLICT IN WORDING....42
22. SUBROGATION....42
23. SALVAGE AND RECOVERIES....42
24. MACHINERY....42
25. SUSPENSION....42
26. ERRORS OR OMISSIONS....43
27. NOTICE OF LOSS....43
28. PROOF OF LOSS....43
29. PARTIAL PAYMENT OF LOSS....44
30. ASSIGNED ADJUSTER....44
31. APPRAISAL....44
32. PAIR OR SET....44
33. ASSISTANCE AND COOPERATION OF THE INSURED....44
34. SUE AND LABOR....44
35. PAYMENT OF LOSS....45
36. CURRENCY....45
37. REINSTATEMENT....45
38. SUIT AGAINST THE COMPANY....45
39. CERTIFICATES OF INSURANCE....46
40. CANCELLATION....46
41. VALUES....46
42. TITLES OF PARAGRAPHS....46
43. CONFORMANCE....47
44. GEOGRAPHIC TERRORISM PROVISIONS....47
45. ASSIGNMENT....47
46. MISREPRESENTATION AND FRAUD....47
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)....47
48. FULL WAIVER....49
49. POLICY DOCUMENTATION....49
ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION....50
ENDORSEMENT 2 - PROPERTY DATA CORRUPTION....51
ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT....52
ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING....53
ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT....54

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION 55
ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY 57
ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS 58
ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002 60
Appendix - A - New Madrid Seismic Zone 61
Appendix - B - Pacific Northwest Seismic Zone 62
Appendix - C - Windstorm Tier 1 Counties 63

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD $1,566,600 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

$90,000,000 part of $300,000,000 Excess of Deductibles

This policy covers for a twenty (30%) percent interest in this insurance, and this Company shall not be liable for more than twenty (30%) percent of the limits of liability set forth herein, nor for more than twenty (30%) percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $300,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$300,000,000	Earth Movement per occurrence and in the Aggregate, except $50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$160,000,000	Flood per occurrence and in the Aggregate, except $100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.K., Deferred Payments as described in Clause 9.X., Valuable Papers as decribed in Clause 8.I., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.

$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except $10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development
$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)

$5,000,000	Hazardous Substances, including Deceontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause
$20,000,000	Data Restoration as described in clause 9.V.2
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)
30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)

12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgwater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.

2. This is the annual aggregate amount

3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;

b. payment of such claim;

such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumed by the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure

property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.

(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the

utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use

necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

$$\text{Loss payment due under this clause} = \frac{C\text{-}A}{B} - C$$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the

Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

a) the coverage is provided under this Policy;

b) the limit(s) of liability has been exhausted under the primary policy, and

c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded.
Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.
"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;

(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical

or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of

property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements

necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying

policy(ies) limit, then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured

within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

48. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

49. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Insurer:	National Union Fire Insurance Company of Pittsburgh, PA
Account Name.	American Water Works Company, Inc.
Policy Term:	December 31, 2006 - December 31, 2007
Policy No.	2610956

ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

(a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
(b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
(c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 2 - PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:

2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions and exclusions of this policy remain unchanged.

Insurer:	National Union Fire Insurance Company of Pittsburgh, PA
Account Name.	American Water Works Company, Inc.
Policy Term:	December 31, 2006 - December 31, 2007
Policy No.	2610956

ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. Pollution and Contamination Exclusion.

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release:, discharge, escape or dispersal of **CONTAMINANTS** or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

Except if a limit is shown in the policy

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

Asbestos Exclusions

This policy does not cover -

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or de contamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

Except if a limit is shown in the policy

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

PR9015(Ed.01/91)
LX109

ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

   The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).
   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

Account No.
Policy No. 2610956

ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a $100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is $_____

I hereby reject coverage in accordance with the Act.

Signature of Insured

_____
Print Name/Title

_____
Date

Appendix - A - New Madrid Seismic Zone

Property in:
Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff
Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson
Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo
Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne
Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

Appendix - B - Pacific Northwest Seismic Zone

Property in:
Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

Appendix - C - Windstorm Tier 1 Counties

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Hawaii:	Entire Stale of Hawaii
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;
Puerto Rico:	Entire State of Puerto Rico
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;
Virginia:	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

MARSH COVER NOTE

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

Marsh Ltd
Client & Market Services *for*
GLOBAL MARKETS

MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-2774
USA

FOR ATTN: JASON HALE

Date: 29th January 2007

Please always quote this No: DP558606 / 1

In accordance with your instructions we have arranged cover as follows:

TYPE:	All Risks of Direct Physical Loss or Damage including Boiler Explosion and Machinery Breakdown as fully defined in the original policy wording
FORM:	J(A) NMA 2421 or companies equivalent, except; Slip Policy (Reinsurance) NMA 2977(amended) and/or companies equivalent as included herein, in respect of Canadian Locations
SLIP POLICY NOTICE:	NMA 2980 Slip Policy Notice to Insured/Reinsured
REINSURED:	ACE American Reinsurance Company – in respect of Canadian locations 140 Broadway, New York, NY 10005
INSURED:	American Water Works Company Inc, Thames Water Aqua US holdings, inc., and their affiliated, subsidiary, and associated companies and/or corporations through ownership or management and the insured's interest in partnerships and joint ventures as now exist or may hereafter be constituted or acquired and any party in interest which the insured is responsible to insure including "RWE AG" as parent and as defined in the original policy wording. 1025 Laurel Oak Road, Voorhees - NJ - 08043
PERIOD:	Effective from: 31 December 2006 at 12:01am Standard Time at the location of the property involved. To: 31 December 2007 at 12:01am Standard Time at the location of the property involved.
INTEREST:	All Real and Personal Property as fully defined in the original policy wording

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Registered in: England Number: 1507274
Registered Office: 1 Tower Place West Tower Place London EC3R 5BU
Marsh Ltd is authorised and regulated by the Financial Services Authority

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

LIMITS:

Section 1
USD 50,000,000 per occurrence and in the annual aggregate in respect of Flood and Earth movement separately

Excess of
USD 50,000,000 per occurrence and in the annual aggregate in respect of Flood and Earth movement separately

Excess of program deductibles as defined herein
Subject to program sub-limits as defined herein
As defined in the original policy wording

Section 2
USD 200,000,000 per occurrence and in the annual aggregate in respect of Earth movement except

USD 60,000,000 per occurrence and in the annual aggregate in respect of Flood

Excess of
USD 100,000,000 per occurrence and in the annual aggregate in respect of Flood and Earth movement separately

Excess of program deductibles as defined herein
Subject to program sub-limits as defined herein
As defined in the original policy wording

ORDER HEREON:

Section 1 - 100% of 30%
Section 2 - 100% of 30%

TERRITORIAL LIMITS:

Anywhere in the United States of America, Canada and the Commonwealth of Puerto Rico

COVERAGES:

Real and Personal Property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed or acquired, including while in course of construction, erection, installation and assembly

Improvements and Betterments

Real and Personal Property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure

Personal Property of the Insured's officials, employees and representatives while on the premises of the Insured

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Contractors' and Vendors' Interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract

Newly Acquired Locations – 90 days

Miscellaneous unnamed Locations

Off Premises Storage for Property Under Construction

Ordinary Payroll

Business Interruption – Loss of Profits

Research and Development

Extra Expense

Rental Value

Dependent Time Element

Contingent Time Element

Leader Property

Impounded Water - 30 days

Interruption by Civil or Military Authority – 30 days/5 statute miles

Delay In Start Up

Ingress/Egress – 30 days/5 Statute miles

Soft Costs

Transit

Accounts Receivable

Leasehold Interest

Service Interruption – Property Damage / Time Element

Demolition and Increased Cost of Construction

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Debris Removal and Cost of Cleanup

Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

Commissions, Profits and Royalties

Decontamination Costs

Expediting Expense

Loss Adjustment Expenses

Fire Brigade Charges and Extinguishing Expenses

Defense Costs

Consequential Loss

Control of Damaged Merchandise

Brands or Trademarks

Tenants and Neighbors Liability

Devaluation

Coinsurance Deficiency

Tax Liability

Tax Treatment of Profits

Deferred Payments

Temporary Removal of Property

Operational Testing

Property in the Course of Construction

Perishable Goods

Data Restoration

Hazardous Substances

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

Difference in Conditions

Sudden and Accidental Radioactive Contamination

Electronic Data Processing Equipment or Media

Valuable Papers and Records

Fine Arts

Unintentional Error or Omission

Pair or Set

Preservation of Property

and as defined in the original policy wording

CONDITIONS:

LMA 3032 until agreed otherwise

Additional Named Insureds, Loss Payees and Mortgagees as per original policy wording, automatic additions and deletions hereon, advice to Underwriters waived. Agree waive filing of evidences with Underwriters.

Loss Payees as per original policy wording

Valuation as defined in the original policy wording

90 Days Cancellation except 10 days in respect of non-payment of premium as defined in the original policy wording.

72 Hours in respect of Earthquake Shock, Flood, Tornado, Cyclone, Hurricane, Windstorm, Hail, Volcanic eruption, Riot, Riot attending a strike, Civil commotion, Vandalism and Malicious Mischief

Extended Period of Indemnity 365 Days

Gross Profits Indemnity Period 12 months

Excess Clause as defined in the original policy wording

Assigned Adjuster – GAB Robins Camp Hill, PA

LMA 9004 Policyholder Disclosure Notice of Terrorism Reinsurance Coverage as included herein

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

LMA 5052 U.S. Terrorism Risk Reinsurance Act of 2002 as amended New & Renewal Business Endorsement as included herein – in respect of Section 1 only.

LMA 5053 U.S. Terrorism Risk Reinsurance Act of 2002 as amended Not Purchased Clause as included herein. All references to TRIA and/or Non-Certified Terrorism limits / clauses / premium(s) are deemed deleted hereon - in respect of Section 2 only.

NMA 2918 War and Terrorism Exclusion, as included herein

LMA 5018 Micro-organism Exclusion (Absolute) as included herein

NMA 2914 Electronic Data Endorsement A – Section 2 sublimit USD 30,000,000, as included herein – Sublimit to erode by coverages detailed in sublimits – Section 17 of programme Sublimits included hereon.

NMA 2808 Electronic Date Recognition Exclusion as included herein

Water Damage Exclusion – Interior of Building as defined in the Policy Wording

NMA 2415 U.S.A. & Canada Additional Limitations and Conditions Endorsement (Standard) - Section V sublimited to USD 10,000,000 - amended to reflect the program sub-limits / coverages as agreed, as included herein

NMA 2962 Biological or Chemical Materials Exclusion as included herein.

<u>In respect of Canadian locations:</u>

Original policy wording as issued by ACE American Reinsurance Company for the period 31 December 2006 to 31 December 2007 for the coverage of All Risks.

This Reinsurance will follow the terms and conditions of the Original policy(ies) in all respects and will follow the settlements of the Original policy(ies), in each case save insofar as any express term on this reinsurance provides otherwise.

NMA 2919 War and Terrorism Exclusion, as included herein

Cancellation as original plus 30 days.

Slip Leader to agree Reinsurance Certificate on behalf of all underwriters, if required

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Wherever the words 'policy wording' appear they are deemed replaced with 'original policy wording'

Wherever the words 'insurers' or 'insurance' appear they are deemed replaced with 'reinsurers' and 'reinsurance' respectively

and as fully defined in the original policy wording

SEVERAL LIABILITY:

LSW1001
The subscribing reinsurers' obligations under contracts of reinsurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing reinsurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

CHOICE OF LAW AND JURISDICTION:

This insurance shall be governed by the law as determined by the court of competent jurisdiction in accordance with the NMA 1998 Service of Suit Clause as included herein

PREMIUM:

Section 1

USD 364,189 (100%) Annual which splits:
USD 7,050 (100%) Annual in respect of Canada (Ontario)
USD 357,139 (100%) Annual in respect of US
which includes:
USD 17,500 (100%) Annual in respect of Illinois
USD 10,360 (100%) Annual in respect of Kentucky

Premium splits for tax purposes only and does not limit coverage or territorial limits.

Plus:
USD 20,000 (100%) Annual in respect of TRIA which includes:
USD 980 (100%) Annual in respect of Illinois
USD 580 (100%) Annual in respect of Kentucky

USD 5,000 (100%) Annual in respect of Non-Certified Terrorism
which includes:
USD 245 (100%) Annual in respect of Illinois
USD 145 (100%) Annual in respect of Kentucky

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

Section 2

USD 291,891 (100%) Annual in respect of US
Nil Premium to be allocated to Illinois or Kentucky

Premium splits for tax purposes only and does not limit coverage or territorial limits.

PAYMENT TERMS:

PPC5 (TOR) 4/86 in respect of

It is a condition of this contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on

14 February 2007

If this condition is not complied with, then this contract of Insurance shall terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro rata temporisPPC1 (TOR) 4/86

PPC1 (TOR) 4/86

It is a condition of this contract of Reinsurance that the premium due at inception must be paid to and received by Reinsurers on or before midnight on

02 March 2007

If this condition is not complied with, then this contract of Reinsurance shall terminate on the above date with the Reinsured hereby agreeing to pay premium calculated at not less than pro rata temporis.

SETTLEMENT DUE DATE: 02 March 2007

FEE PAYABLE BY CLIENT: No

TOTAL BROKERAGE: 7.5%

RETAIL BROKERAGE: 0% Marsh New York

WHOLESALE BROKERAGE: 7.5% Marsh Global Markets

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

CEDING COMMISSION: 20.0% In respect of Section 1 Canadian locations only

OTHER DEDUCTIONS FROM PREMIUM: None.

TAXES PAYABLE BY INSURED AND ADMINISTERED BY UNDERWRITERS:

Section 1 & Section 2
Nil Applicable

RECORDING, TRANSMITTING AND STORING INFORMATION: Where the Broker maintains risk and claim data / information / documents, the Broker may hold data / information / documents electronically.

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:
a) in the event that the placement of the order is not completed by the commencement date of the period of reinsurance then all lines written by that date will be signed in full;

b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of reinsurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers;

c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of reinsurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

PROGRAM SUBLIMITS

1) Earth movement per occurrence and in the aggregate except:	USD 300,000,000
a) Locations in California per occurrence and in the aggregate (Contributing to the erosion of the above aggregate)	USD 50,000,000
2) Flood per occurrence and in the aggregate except:	USD 160,000,000
a) Zones A, B, X 100/500 yrs per occurrence and in the aggregate -	USD 100,000,000
3) Terrorism (Certified & Non certified) (Excluding Canada)	USD 100,000,000
4) Dams, Dikes and Reservoirs	USD 40,000,000
5) Radioactive contamination	USD 1,000,000
6) Research and Development	USD 10,000,000
7) Property in the course of construction, subject to special conditions.	USD 30,000,000
8) Exhibition, Exposition, Fair or Trade show	USD 10,000,000
9) Newly Acquired property (Automatic Coverage) Subject to 90 Day Reporting Period	USD 50,000,000
10) Expediting costs and extra expense	USD 30,000,000
11) Currency Devaluation	USD 5,000,000
12) Coinsurance Deficiency	USD 5,000,000
13) Leasehold Interest	USD 10,000,000
14) Rental Value	USD 10,000,000
15) Brands, Labels and trademarks	USD 10,000,000
16) Miscellaneous unnamed locations	USD 30,000,000
17) Combined sublimit for: a) Accounts Receivable b) Commissions, profits and royalties c) Deferred payments d) Valuable papers e) Errors and omissions f) Data, programs or software following covered property damage;	USD 30,000,000
18) Tax treatment of profits	USD 15,000,000
19) Decontamination costs (Limit in the aggregate)	USD 5,000,000 Aggregate
20) Debris removal	USD 15,000,000 or 25% of Property Damage Loss, Whichever is Greater USD 15,000,000
21) Tenants and neighbors Liability	USD 15,000,000
22) Tax Liability	USD 10,000,000
23) Service Interruption - Time element, Within 5 Statute Miles	USD 10,000,000

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

CONTINUATION SHEET
Page 11 of 37

Attaching to and forming
part of Cover Note No: DP558606 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

24) Service Interruption - Property Damage, Within 5 Statute Miles	USD 10,000,000
25) Transit	USD 10,000,000
26) Contingent and Dependent Time Element – Limited to 1st Tier Customers and Suppliers	USD 10,000,000
27) Soft Costs (Excluding Attorney's Fees and Public Adjusters Fees)	USD 10,000,000
28) Demolition and Increased Cost of construction	USD 10,000,000
29) Fine Arts	USD 5,000,000
30) Defense Costs	USD 2,500,000
31) Fire Brigade charges	USD 2,500,000
32) Loss Adjustment expenses and Professional Fees	USD 2,500,000
33) Pollutant clean up of land and water (Limit per occurrence and in the aggregate)	USD 2,500,000
34) Leader Property	USD 50,000,000
35) Delay in Start Up	Included within item 7
36) Operational Testing	USD 50,000,000
37) Perishable Goods	USD 50,000,000

Business Interruption – Included
Rental Value – Included with Business Interruption
Data restoration - Included within item 17
Hazardous Substances - USD 10,000,000 Annual Aggregate
Spoilage/Consequential Loss - USD 10,000,000

90 Days	Automatic Coverage
30 Days	Impounded Water
12 Months	Time element loss as respects Terrorism
30 Days	Ingress and Egress, Within 5 Statute Miles
30 Days	Civil and military Authority, Within 5 Statute Miles
365 Days - 12 months	Extended period of indemnity Gross profits

- Service Interruption Waiting Period - 48 hour qualifier
- Ingress/Egress - 48 hour qualifier
- Civil/Military Authority - 48 hour qualifier

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

PROGRAM DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18 of the original policy wording.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

"All Other Perils" Deductible - USD 100,000 combined all coverages. This deductible will drop down to USD 25,000 once claims covered under Insured's primary USD 75,000 excess of USD 25,000 policy, that will be written by Lexington, reaches it's aggregate limit of USD 450,000.00

Exceptions to Policy Deductible(s)

10MW Combustion Turbine Generator at Bridgewater, NJ - USD 350,000 per occurrence applies

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of USD 250,000 any one occurrence, as respects to the entire State of California and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of USD 100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of USD 1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of USD 100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of USD 100,000 any one occurrence

If more than one of these deductibles should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of USD 100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana and Texas, and the entire states of Florida, and Hawaii.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 ("TRIA") as amended, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism. to be a violent act or an act that is dangerous to human life, property. or infrastructure. to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission. and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2007, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% (85% IN RESPECT OF LOSSES OCCURING AFTER DECEMBER 31 2006) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of **Section 1** $ 20,000
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

_____
Policyholder/Applicant's Signature

_____
..... Syndicate on behalf of certain underwriters at Lloyd's

_____
Print Name

_____
Policy Number

_____
Date

LMA9004
22/12/05
Form approved by Lloyd's Market Association

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NEW & RENEWAL BUSINESS ENDORSEMENT

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

In consideration of an additional premium of USD 20,000 paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2007, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5052
22/12/05
Form approved by Lloyd's Market Association

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5053
22/12/05
Form approved by Lloyd's Market Association

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. any act of terrorism.

   For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2918

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

WAR AND TERRORISM EXCLUSION ENDORSEMENT (Reinsurance)

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. any act of terrorism.

   For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2919

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

FACULTATIVE REINSURANCE SLIP CONTRACT

In consideration of the premium charged, and subject to the terms and conditions of this Contract as set out in the slip and its attachments and/or endorsements applicable thereto, this Contract reinsures the Reinsured's interest in payments made within the terms and conditions of the Original Policy.

In the event of inconsistencies between the Original Policy and this Contract, this Contract shall prevail.

If the Reinsured shall make a claim knowing the same to be false or fraudulent as regards amount or otherwise, this Contract shall become void and all claims hereunder shall be forfeited.

The Underwriters, members of the Syndicate(s) referred to in the slip, hereby bind themselves severally and not jointly, each for his own part and not one for another and therefore each of the Underwriters (his Executors and Administrators) shall be liable only for his own share of his syndicate's proportion of any loss payable under this Contract. The identity of each of the Underwriters and the amount of his share may be ascertained by the Reinsured or the Reinsured's representative on application to Lloyd's Policy signing Office, quoting the Lloyd's Policy Signing Office number and date allocated to the slip.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has signed this Slip Contract on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE
General Manager

Dated in London, the

NMA2977 (amended)

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MICROORGANISM EXCLUSION (ABSOLUTE)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005
LMA5018
Form approved by Lloyd's Market Association

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

ELECTRONIC DATA ENDORSEMENT A

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed (USD 30,000,000) any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01
NMA2914

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

ELECTRONIC DATE RECOGNITION EXCLUSION (LISTED PERILS)

1. This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

   (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or

   (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

   This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

2. However, in the event that a peril listed below results from 1.(a) or 1.(b) above, this Policy, subject to all its other terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this Policy directly caused by such listed peril.

   Listed Perils

   Fire
   Explosion
   Lightning

3. Notwithstanding Section 2 above, this Policy does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

16/7/98
NMA2808

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

ADDITIONAL LIMITATIONS AND CONDITIONS ENDORSEMENT (STANDARD)

THIS ENDORSEMENT CONTAINS PROVISIONS IN CLAUSES II, V AND VI THAT MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR DEBRIS REMOVAL (AS PROVIDED IN CLAUSE II) AND/OR RESULTING LOSS (AS PROVIDED IN CLAUSE V).

I. LAND, WATER AND AIR EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein. The foregoing exclusion shall not apply to water which is contained in plumbing or firefighting installations in the Assured's buildings at the time of any damage insured by this Policy.

II. DEBRIS REMOVAL CLAUSE

Nothing contained in this Clause shall override any seepage and/or pollution and/or contamination exclusion or any radioactive contamination exclusion or any other exclusion applicable to this Policy. The inclusion of this Clause shall in no event increase the limit of liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to property, for which Underwriters agree to pay hereunder, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter in this Clause referred to as "Damage"), this Policy also insures, subject to the limitations below and method of calculation in Clause VI of this Endorsement and to all the other terms and conditions of the Policy, expense:

   (a) which is reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage occurred, of debris which results from the Damage; and

   (b) of which the Assured becomes aware and advises the amount to Underwriters hereon within one year of the commencement of the Damage;

   provided, however, that nothing in this Clause shall insure any expense provided under Clause V of this Endorsement.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

2. The maximum amount of expense for removal of debris (subject to the limitations of paragraph 1 above) that can be included in the method of calculation in Clause VI of this Endorsement, shall be the greater of US$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage from which such expense results.

III. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

1. any loss, damage, cost or expense; or

2. any increase in insured loss, damage, cost or expense; or

3. any loss, damage, cost, expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation);

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination, or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

1. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Enviromental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other law, ordinance or regulation; and

2. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

IV. LISTED PERILS RESULTING FROM SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION CLAUSE

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion applicable to this Policy. If any of the perils listed below results from seepage and/or pollution and /or contamination, then such resultant perils shall not be excluded solely by the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause.

Listed perils

Fire,
Explosion.

Nothing in this Clause, however, shall extend this Policy to insure:

1. loss, damage, cost, expense, fine or penalty, or other sum arising from any kind of seepage or any kind of pollution and/or contamination that causes or results from a listed peril; or

2. loss or damage at any premises other than the premises where the listed peril took place; or

3. property and/or interests other than those insured by this Policy against the listed perils.

V. LIMITED SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION RESULTING FROM PHYSICAL DAMAGE CAUSED BY LISTED PERILS CLAUSE

THIS CLAUSE IS VOID AND OF NO FORCE OR EFFECT UNLESS AN AMOUNT IS SPECIFIED IN PARAGRAPH 2 BELOW.

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion or, except as set forth herein, the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause. The inclusion of this Clause shall in no event increase the limit of liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

1. If,

   (a) any of the perils listed below is the sole, immediate and direct cause of physical damage to property insured by this Policy against such listed peril (hereinafter in this Clause referred to as "Original Damage"); and

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

(b) the Original Damage is the sole, immediate and direct cause of seepage onto, and/or pollution and/or contamination of property which is:

(i) at the same premises as the Original Damage; and

(ii) insured by this Policy against the listed peril causing the Original Damage; and

(c) said property is damaged thereby (hereinafter in this Clause referred to as "Resulting Damage");

then this Policy, subject to the following additional terms and limitations and the method of calculation in Clause VI of this Endorsement, also insures:

(d) the Resulting Damage; and

(e) the reasonable and necessary expense incurred by the Assured for debris removal and/or clean-up which is:

(i) limited to the same premises as the Original Damage; and

(ii) made necessary solely by the Resulting Damage;

but which shall in no event include any expense of clean-up or removal of land, water or air,

(which Resulting Damage and expense of debris removal and/or clean-up, hereinafter in this Clause are referred to as "Resulting Loss");

provided, however, that this Policy only insures the Resulting Loss where:

(f) Underwriters have agreed to pay for the Original Damage or, but for the operation of a deductible or underlying amount, would have agreed to pay for the Original Damage; and

(g) within one year of the commencement of the listed peril which caused the Original Damage, the Assured became aware and advised Underwriters of the amount of:

(i) the Resulting Loss; and

(ii) any other interest to be claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Listed Perils

Fire,
Lightning,
Explosion.

Nothing in this Clause, however, shall extend this Policy to cover any condition that existed prior to the Original Damage nor to insure any loss, damage, cost, expense, fine, penalty, or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation) in connection with any kind of seepage or any kind of pollution and/or contamination from any cause.

2. The maximum amount for any Resulting Loss and any other interest claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise, that can be included in the method of calculation in Clause VI of this Endorsement is USD 10,000,000

VI. METHOD OF CALCULATION

In calculating the amount, if any, payable under this Policy for a claim including expense of debris removal (as provided for and limited in Clause II of this Endorsement) and/or Resulting Loss (as provided for and limited in Clause V of this Endorsement), the amount of such expense of debris removal and/or such Resulting Loss shall be added to:

(a) the amount of the Damage (as defined in Clause II) or the amount of the Original Damage (as defined in Clause V); and

(b) all other amounts, if any, insured under this Policy as a result of the same occurrence that Underwriters hereon agree to pay or, but for the application of a deductible or underlying amount, they would agree to pay;

then the resulting sum shall be the amount to which first all deductibles and then any underlying amounts to which this Policy is subject shall be applied and the balance, if any, shall be the amount payable, subject to all other provisions of this Policy and to the applicable limit(s), sub-limit(s) and aggregate limit(s).

21/2/91
NMA2415

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Messrs. Mendes and Mount,

750 Seventh Avenue,
New York,
N.Y. 10019-6829,
U.S.A.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA 1998

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA2962

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

SUBSCRIPTION AGREEMENT

SLIP LEADER: The Slip Leader in respect of all sections is: MAP 2791

SETTLEMENT DUE DATE: 02 March 2007 and 14th February, 2007

BASIS OF WRITTEN LINES: Percentage of whole

OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, IF ANY: Unless any other underwriters are so specified here, the Agreement Parties for Part Two changes will be the Slip Leader only.

BASIS OF AGREEMENT TO CONTRACT CHANGES:

1) GUA (October 2001) with Non-Marine Schedule (October 2001)

with the following to override requirements defined therein:

a) Final Values and Premium at inception to be agreed by the Slip Leader on behalf of all Underwriters hereon.

b) Underwriters/Reinsurers agree to close on a net equivalent basis (downwards) if and as required by Marsh, final ingoing premium and deductions as at inception to be agreed by the Slip Leader on behalf of all Underwriters/Reinsurers hereon.

c) Wherever the words 'to be agreed by Underwriters' appear within the slip it is agreed that the agreement of the Slip Leader will suffice and that such agreement will be binding on all other Underwriters/Reinsurers hereon.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

d) Notwithstanding anything contained in Sections 1.14 and 3.3.4, where a Premium Payment Condition or Premium Payment Warranty due date requires an extension it is agreed that the Slip Leader agreement only will suffice and that such agreement will be binding on all other Underwriters/Reinsurers hereon for all extensions, including those in excess of 5 working days.

e) Agreed endorsement, where required, may be provided by the broker to all Underwriters/Reinsurers by e-mail.

f) Final split of Brokerage (including Ceding Commission where applicable) to be determined by Marsh Ltd and noted on slip by Slip Leader only

DOCUMENT PRODUCTION:

Policy documentation to be produced by Marsh Limited using Form J(A) plus wording as agreed by slip leader plus Lines Clause (NMA2419 or Companies equivalent) and submitted to XIS or non-bureau company(ies) as applicable for signing in accordance with terms and conditions agreed by underwriters

Except in respect of Reinsured locations which;
Evidence of Cover to be issued by Marsh Ltd in the form of Cover Note including Slip Policy (Reinsurance) NMA 2977(amended) as attached as agreed by slip leader and/or companies equivalent.
If, in accordance with the NMA 2980 formal policy required by Reinsured, Marsh Ltd to produce policy document* for bureau with slip leader only to agree original wording.

- J2 form **(NMA 2653) amended accordingly. NMA 2419 if applicable.**

CLAIMS AGREEMENT PARTIES:

Claims to be agreed by the Slip Leader and:

(i) the first Lloyd's syndicate in the event that the Slip Leader is a IUA company
(ii) the first company in the event that the Slip Leader is a Lloyd's Syndicate
(iii) Xchanging Claims Services where there is more than one participating Lloyd's managing agent
(iv) all non-bureau reinsurers each for their own proportion

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

BASIS OF CLAIMS AGREEMENT:

Claims to be managed in accordance with the Lloyd's 2006 Claims Scheme and IUA claims agreement practices.
All non-bureau reinsurers to agree claims each for their own proportion only.

CLAIMS ADMINISTRATION:

Where Applicable Broker to enter claim advices into CLASS. All company market bureaux insurer(s) to use CLASS for claims agreement.

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:

None, unless otherwise specified here by any of the Claims Agreement parties shown above.

EXPERT(S) FEES COLLECTION:

Broker to collect fees.

BUREAUX ARRANGEMENTS:

Bureau Underwriters agree to accept an interim FDO signing.

Bureau Underwriters agree to allow XIS not to "group" associated de-linked signings. Each individual de-linked signing may be released for settlement to XIS independently of any other associated items.

Premium payment requirements deemed met if accounts are correctly released for settlement to XIS in line with bureaux procedures on or before the settlement due date.

Where any Settlement Due Date (SDD), Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, presentation to Ins-sure or (re)insurers hereon as applicable on the next working day will be deemed to be in compliance with such SDD, PPW or PPC.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

A Premium Payment Warranty or Settlement Due Date shall not be deemed to be breached if the original presentation of signing slip and/or premium advice note to a London Market Bureau is in time, but subsequently amendments to the signing slip and/or premium advice note are notified as required to enable it to be processed and the premium signing completed. In such event, the broker shall have an additional period of seven days from such notification to complete the amendments and to resubmit the signing slip and/or premium advice note to the Bureau.

NMA 2419 Lines Clause if applicable

FOLLOWING TO APPLY ONLY TO BUSINESS WITH ILLINOIS EXPOSURE: -

"We (certain Underwriters at Lloyd's), understand that the terrorism exclusion(s) contained in this risk would have to be amended to provide coverage for fire losses caused by acts of terrorism in order for this risk to be written on a licensed basis. We therefore choose to participate on a surplus line basis for our Illinois risks under this authority."

Placement to be amended to Licensed if required by Underwriters, in agreement with Lloyd's Illinois Inc.

INFORMATION

Underwriting presentation dated 14 December 2006 prepared and held by Marsh Global Markets including details of Company Profile, Total Insured Value split by Property Damage / Business Interruption, US State, International Country, Canadian Province, Catastrophe Analysis Information in respect of CA, New Madrid, FL, TX, Schedule of Values in Descending Order, Loss History, Construction Occupation Protection Exposure (COPE) Information, Engineering Reports, seen and noted by participants hereon.

Client Submission dated 6 December 2006 prepared by Marsh New York seen by participants hereon and held on file with Marsh London.

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

CONTINUATION SHEET
Page 34 of 37

Attaching to and forming
part of Cover Note No: DP558606 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

FISCAL AND REGULATORY

TAX PAYABLE BY UNDERWRITER(S):
Section 1 & Section 2
Nil Applicable

COUNTRY OF ORIGIN:
USA

OVERSEAS BROKER:
Marsh New York
1166 Avenue of the Americas
New York, NY 10036-2774
USA

SURPLUS LINES BROKER:
Marsh New York
1166 Avenue of the Americas
New York, NY 10036-2774
USA

STATE OF FILING:
Illinois
New York

LICENCE INFORMATION:
629
EX 633691

US CLASSIFICATION:
US Surplus Lines
Kentucky Licensed
US Reinsurance

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

CONTINUATION SHEET
Page 35 of 37

Attaching to and forming
part of Cover Note No: DP558606 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

ALLOCATION OF PREMIUM TO CODING:

Section 1

P6	100% US Excess
P7	100% International Excess
6T	100% TRIA
TO	100% Non-Certified Terrorism

Section 2

P6	100% US Excess

ALLOCATION OF PREMIUM TO YEAR OF ACCOUNT: Not Applicable

NAIC CODES: 22667

FSA CLIENT CLASSIFICATION: Large Risk
Reinsurance

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

CONTINUATION SHEET
Page 36 of 37

Attaching to and forming
part of Cover Note No: DP558606 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

IN RESPECT TO SECTION 1

HEREON: 100.0000% OF 30.0000%

10.0000%	Lloyd's Underwriter Syndicate No. 2791 MAP, LONDON
6.6666%	Lloyd's Underwriter Syndicate No. 2791 MAP, LONDON
13.2276%	Lloyd's Underwriter Syndicate No. 5000 SPL, LONDON
17.6367%	Lloyd's Underwriter Syndicate No. 1084 CSL, LONDON
8.8184%	Lloyd's Underwriter Syndicate No. 0510 KLN, LONDON
10.5820%	Lloyd's Underwriter Syndicate No. 0033 HIS, LONDON
17.6367%	Lloyd's Underwriter Syndicate No. 1414 RTH, LONDON
6.6137%	Lloyd's Underwriter Syndicate No. 2000 HAR, LONDON
8.8183%	Lloyd's Underwriter Syndicate No. 2987 BRT, LONDON
100.0000%	

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

CONTINUATION SHEET
Page 37 of 37

Attaching to and forming
part of Cover Note No: DP558606 / 1

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully including the security and advise us immediately if it is incorrect or does not meet your requirements.

IN RESPECT OF SECTION 2 IN RESPECT OF US

HEREON: 100.0000% OF 30.0000%

12.0000%	Lloyd's Underwriter Syndicate No. 2791 MAP, LONDON
8.0000%	Lloyd's Underwriter Syndicate No. 2791 MAP, LONDON
13.3334%	Lloyd's Underwriter Syndicate No. 2020 WEL, LONDON
20.0000%	Lloyd's Underwriter Syndicate No. 5000 SPL, LONDON
20.0000%	Lloyd's Underwriter Syndicate No. 2000 HAR, LONDON
13.3333%	Lloyd's Underwriter Syndicate No. 0510 KLN, LONDON
13.3333%	Lloyd's Underwriter Syndicate No. 1414 RTH, LONDON
100.0000%	

Authorised Signatory

The Company may place business with markets with which it or its affiliates are connected.
No representation is hereby made in relation to the financial security of insurers hereon.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
Full details may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

Property All Risk Insurance
Subscription Policy

1. Insuring Agreement

The subscribers hereto, hereinafter referred to as Insurers*, do severally but not jointly agree, that in consideration of the premium paid, and subject to the terms and conditions of this Policy, to pay the Insured for loss as described in this Policy.

* wherever the word "Company" or "Companies" appears on the Policy, the term "Insurers" shall be substituted therefor.

Provided that

1. The collective liability of the Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability.

2. The liability of each of the Insurers individually shall be limited to the pro rata percentage of liability set against its name.

Percentage Subscribed	Insurer	Policy Number	Authorized Representative of Insurer
$90,000,000 (30%) part of $300,000,000	National Union Fire Insurance Company of Pittsburgh, PA	2610956	Patricia A. Connor

RECEIVED
APR 11 2007
MARSH USA, INC.
NEW YORK, NY

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 4
1. TERM OF INSURANCE AND PREMIUM 4
2. PARTICIPATION 4
3. CURRENCY DESIGNATION 4
4. LIMITS OF LIABILITY 4
5. DEDUCTIBLES 8
6. LOSS PAYABLE 11
7. TERRITORY 11
8. COVERAGE 11
   - A. Real and Personal Property 11
   - B. Business Interruption 12
   - BB. Business Interruption - Loss of Profits 14
   - C. Extra Expense 15
   - D. Rental Value 16
   - E. Time Element Extensions 16
   - F. Provisions Applicable to Time Element 19
   - G. Transit 20
   - H. Accounts Receivable 20
   - J. Leasehold Interest 21
   - K. Commissions, Profits, and Royalties 22
   - L. Service Interruption 23
9. COVERAGE EXTENSIONS 24
   - A. Demolition and Increased Cost of Construction 24
   - B. Debris Removal and Cost of Cleanup 25
   - C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 25
   - D. Hazardous Substances and Decontamination Costs 26
   - E. Extra and Expediting Expense 26
   - F. Loss Adjustment Expenses and Professional Fees 26
   - G. Fire Brigade Charges and Extinguishing Expenses 26
   - H. Defense Costs 26
   - I. Consequential Loss 27
   - J. Control of Damaged Merchandise 27
   - K. Brands or Trademarks 27
   - L. Tenants and Neighbors Liability 27
   - M. Devaluation 28
   - N. Coinsurance Deficiency 28
   - O. Tax Liability 28
   - P. Tax Treatment of Profits 28
   - Q. Deferred Payments 29
   - R. Temporary Removal of Property 29
   - S. Terrorism 29
   - T. Operational Testing 30
   - U. Property in the course of Construction 31

V. Exhibition, Exposition, fair or Trade Show....31
W. Boiler and Machinery Sub-limited coverages....31
X. Difference in Conditions....32
10. PERILS INSURED AGAINST....33
11. PERILS EXCLUDED....33
12. PROPERTY EXCLUDED....37
13. VALUATION....38
14. EARTHQUAKE AND FLOOD....39
15. ACCIDENT....40
16. CONTRIBUTING INSURANCE....41
17. EXCESS INSURANCE....41
18. UNDERLYING INSURANCE....41
19. OTHER INSURANCE....41
20. PRIMARY INSURANCE....42
21. CONFLICT IN WORDING....42
22. SUBROGATION....42
23. SALVAGE AND RECOVERIES....42
24. MACHINERY....42
25. SUSPENSION....42
26. ERRORS OR OMISSIONS....43
27. NOTICE OF LOSS....43
28. PROOF OF LOSS....43
29. PARTIAL PAYMENT OF LOSS....44
30. ASSIGNED ADJUSTER....44
31. APPRAISAL....44
32. PAIR OR SET....44
33. ASSISTANCE AND COOPERATION OF THE INSURED....44
34. SUE AND LABOR....44
35. PAYMENT OF LOSS....45
36. CURRENCY....45
37. REINSTATEMENT....45
38. SUIT AGAINST THE COMPANY....45
39. CERTIFICATES OF INSURANCE....46
40. CANCELLATION....46
41. VALUES....46
42. TITLES OF PARAGRAPHS....46
43. CONFORMANCE....47
44. GEOGRAPHIC TERRORISM PROVISIONS....47
45. ASSIGNMENT....47
46. MISREPRESENTATION AND FRAUD....47
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)....47
48. FULL WAIVER....49
49. POLICY DOCUMENTATION....49
ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION....50
ENDORSEMENT 2 - PROPERTY DATA CORRUPTION....51
ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT....52
ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING....53
ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT....54

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION 55
ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY 57
ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS 58
ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002 60
Appendix - A - New Madrid Seismic Zone 61
Appendix - B - Pacific Northwest Seismic Zone 62
Appendix - C - Windstorm Tier 1 Counties 63

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD $1,566,600 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

$90,000,000 part of $300,000,000 Excess of Deductibles

This policy covers for a twenty (30%) percent interest in this insurance, and this Company shall not be liable for more than twenty (30%) percent of the limits of liability set forth herein, nor for more than twenty (30%) percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $300,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$300,000,000	Earth Movement per occurrence and in the Aggregate, except $50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$160,000,000	Flood per occurrence and in the Aggregate, except $100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.K., Deferred Payments as described in Clause 9.X., Valuable Papers as decribed in Clause 8.I., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.

$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except $10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development
$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)

$5,000,000	Hazardous Substances, including Deceontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause
$20,000,000	Data Restoration as described in clause 9.V.2
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)
30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)

12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgwater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.

2. This is the annual aggregate amount

3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;

b. payment of such claim;

such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumed by the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure

property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.

(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the

utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use

necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

$$\text{Loss payment due under this clause} = \frac{C\text{-}A}{B} - C$$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the

Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

   a) the coverage is provided under this Policy;

   b) the limit(s) of liability has been exhausted under the primary policy, and

   c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded.
Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

   (1) cause the Insured to sustain such loss, or

   (2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.
"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;
(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical

or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of

property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements

necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying

policy(ies) limit, then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured

within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

48. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

49. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 1 - MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

(a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
(b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
(c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 2 - PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All olhcr terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT 3 - PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:

2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions and exclusions of this policy remain unchanged.

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 4 - WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 5 - WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

Insurer:	**National Union Fire Insurance Company of Pittsburgh, PA**
Account Name.	**American Water Works Company, Inc.**
Policy Term:	**December 31, 2006 - December 31, 2007**
Policy No.	**2610956**

ENDORSEMENT 6 - POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. Pollution and Contamination Exclusion.

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release:, discharge, escape or dispersal of **CONTAMINANTS** or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

Except if a limit is shown in the policy

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

Asbestos Exclusions

This policy does not cover -

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or de contamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

Except if a limit is shown in the policy

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

PR9015(Ed.01/91)
LX109

Account No.
Policy No. 2610956

ENDORSEMENT 7 - OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

   The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).
   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

ENDORSEMENT 8 - STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

Account No.
Policy No. 2610956

ENDORSEMENT 9 - TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a S100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is $_____

I hereby reject coverage in accordance with the Act.

Signature of Insured

_____
Print Name/Title

_____
Date

Account No.
Policy No. 2610956

ENDORSEMENT NO. 10 – WAR RISK AND TERRORISM ENDORSEMENT – CANADIAN LOCATIONS

It is hereby understood and agreed, that notwithstanding any other war risk, nuclear or terrorism exclusion that may be in the policy or any clause limiting or attempting to limit the application of any endorsements to the policy, this policy is amended as follows:

The policy does not cover loss or damage to property caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the policy:

(1) war, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or

(b) by military, naval or air forces; or

(c) by an agent of any such government, power, authority or force.

(1) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;

(2) enemy attack by armed forces, invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, resisting, combating, or defending against such an actual or immediately impending occurrence, seizure or destruction;

(3) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the peril(s) insured against in this Policy;

(4) any act of Terrorism of one or more persons, whether known or unknown and whether or not agents of a sovereign power; or

(5) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation for purposes of Terrorism, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons.

Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss or damage.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism.

However, subject to the foregoing and all provisions of this policy, direct loss or damage from a peril not otherwise excluded to covered property resulting from act(s) of Terrorism shall be covered subject to a Limit of Liability of $1,000,000 in any one event and in the aggregate annually.

The above limit is part of and not in addition to any other Policy limit.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits or conditions of this policy, except as herein above set forth.

Account No.
Policy No. 2610956

ENDORSEMENT NO. 11 – WIND

The term Wind shall include, but not be limited to, cyclone, tornado, hurricane, or windstorm arising out of atmospheric disturbances or conditions.

As respects Wind, the term Occurrence shall mean the sum total of all the losses sustained by the Insured as the result of damage from Wind and any resulting damage, which arise during a continuous period of seventy-two (72) hours. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall commence; but no two such seventy-two (72) hour periods shall overlap.

Account No.
Policy No. 2610956

ENDORSEMENT NO. 12 – POLITICAL RISK EXCLUSION

This policy does not insure loss or damage caused by or resulting from:

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

Account No.
Policy No. 2610956

ENDORSEMENT NO. 13 – SUBLIMITS

It is agreed that the following sublimits are hereby amended as follows:

$100,000,000	TRIA and Non Certified Terrorism Combined (Excludes Foreign Locations and Canada)
$ 25,000,000	Building Ordinance/DICC
$ 10,000,000	Tax Liability as described in Clause 9.0
$ 10,000,000	Rental Value

Boiler and Machinery Sublimits:

$ 10,000,000	Hazardous Substances, Annual Aggregate
$ 10,000,000	Perishable Goods

Account No.
Policy No. 2610956

ENDORSEMENT NO. 14 – SOFT COSTS

It is further agreed that the Definition of Soft Costs Paragraph 3, Additional Fees as stated in the Policy is hereby amended to read as follows:

(3) Additional Fees – for architects, engineers, consultants and accountants needed for the completion of construction, repairs or reconstruction.

Account No.
Policy No. 2610956

ENDORSEMENT NO. 15 – REPORT OF VALUES

This endorsement applies from the above effective date and expires as of 12/31/2007.

100% Replacement Cost Value: $5,020,341,142

Business Interruption Annual Value: $ 751,200,000

Account No.
Policy No. 2610956

AIG Global Marine and Energy

TO OUR BROKERS/AGENTS

IMPORTANT NOTICE – TO BE KEPT WITH POLICY

WHAT TO DO WHEN A LOSS OCCURS

1. Report as soon as practicable, every incident, loss or damage which may become a claim to:

Mr. Thomas Casson
AIG Global Marine and Energy Claims
175 Water Street, 15th Floor
New York, NY 10038
Tel: (212) 458-6562
Fax: (212) 458-6139
E-Mail:Thomas.Casson@aig.com

(OR)

Mr. Warren Meigs
Vice President – Regional Manager
AIG Global Marine and Energy
One State Street, 8th Floor
Hartford, CT 06103
Tel: (860) 722-5740
Fax: (860) 493-1015

2. AIG Global Marine and Energy Claims **CANNOT** be processed through any other facility and must be reported as indicated.

3. Adjuster can **ONLY** be assigned by AIG Global Marine and Energy

Account No.
Policy No. 2610956

AIG Global Energy
A Division of American International Companies®

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at http://www.aigproducercompensation.com/webcm/home/139-797-792-Broker+and+Independent+Agent+Compensation.html or by calling AIG at 1-800-706-3102.

Appendix - A - New Madrid Seismic Zone

Property in:
Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff
Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson
Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick
Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster
Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo
Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne
Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

Appendix - B - Pacific Northwest Seismic Zone

Property in:
Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

Appendix - C - Windstorm Tier 1 Counties

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Hawaii:	Entire Stale of Hawaii
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;
Puerto Rico:	Entire State of Puerto Rico
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;
Virginia:	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

555 College Road East, Princeton, New Jersey 08543-5241 Phone: (800) 305-4954

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

Commercial Inland Marine Property Policy Declarations

Policy No. **58-A3-XP-0000019-00** Renewal of Number: NEW
Policy Issue Date: 04/13/07
Producer No.: B00584

Item 1. Named **Insured** and Mailing Address:
American Water Works Company, Inc.
1025 Laurel Oak Road
Vorhees, NJ 08043

Originating Producer's Name and Mailing Address
Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036

Licensed Surplus Lines Producer:
Same

Named **Insured** is: ☐ Individual, ☐ Partnership, ☐ Corporation, ☐ Joint Venture, ☒ Other
Business of the Named Insured is: Water Supply and Irrigation Systems

Item 2. Policy Period:

From: 12/31/06 to 12/31/07 at 12:01 A.M. Standard Time at your mailing address shown above.

Item 3. Premium: $ 70,504
Terrorism Premium (Certified and Non Certified Acts): $ 3,648

Item 4. Limits of Insurance: $10,000,000 per occurrence or 20% part of $50,000,000 per occurrence excess of $50,000,00 per occurrence excess of policy deductibles subject to policy sublimits.

Item 5. Forms and Endorsements: See Schedule of Forms and Endorsements

Authorization: In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company

The Princeton Excess and Surplus Lines Insurance Company
Hereinafter Referred To As The Company

Secretary

President

RECEIVED
APR 19 2007
MARSH USA, INC.
NEW YORK, NY

Date: 04/13/07

Authorized Representative

Date:

Licensed Producer Signature, if required by law

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, INSURANCE IS PROVIDED TO THE ABOVE NAMED INSURED BY THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY.

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS THAT MAY LATER BE ATTACHED TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Schedule of Forms and Endorsements
COMMERCIAL INLAND MARINE PROPERTY POLICY

Effective date of this Schedule: 12/31/06 Issue date: 04/13/07

Attached to and forming part of Policy No.: 58-A3-XP-0000019-00

Issued To: **American Water Works Company, Inc.**

The following is a schedule of Forms and Endorsements issued with the policy at inception:

Form ID Number:	**Form Name:**
	DECLARATIONS
	COMMERCIAL INLAND MARINE PROPERTY POLICY
APPENDIX A	NEW MADRID SEISMIC ZONE
APPENDIX B	PACIFIC NORTHWEST SEISMIC ZONE
APPENDIX C	WINDSTORM TIER 1 COUNTIES
ENDORSEMENT NO. 1	MOLD / FUNGUS EXCLUSION
ENDORSEMENT NO. 2	PROPERTY DATA CORRUPTION
ENDORSEMENT NO. 3	PROPERTY Y2K MILLENNIUM ENDORSEMENT
ENDORSEMENT NO. 4	WATER DAMAGE EXCLUSION – INTERIOR OF BUILDING
ENDORSEMENT NO. 5	WAR AND TERRORISM EXCLUSION ENDORSEMENT
ENDORSEMENT NO. 6	POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION
ENDORSEMENT NO. 7	OCCURRENCE LIMIT OF LIABILITY
ENDORSEMENT NO. 8	STANDARD PROPERTY CONDITIONS
ENDORSEMENT NO. 9	WAR AND MILITARY ACTION EXCLUSION
ENDORSEMENT NO. 10	NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOACTIVE MATERIALS (NBCR)
	TERRORIST ACTIVITY EXCLUSION (FEDERAL LAW EXCEPTION) PNBCR 03
ENDORSEMENT NO. 11	SERVICE OF PROCESS ENDORSEMENT

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

COMMERCIAL EXCESS INLAND MARINE PROPERTY POLICY

AMERICAN WATER WORKS COMPANY, INC.

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 1
1. TERM OF INSURANCE AND PREMIUM 1
2. PARTICIPATION 1
3. CURRENCY DESIGNATION 1
4. LIMITS OF LIABILITY 1
5. DEDUCTIBLES 4
6. LOSS PAYABLE 6
7. TERRITORY 6
8. COVERAGE 6
   A. Real and Personal Property 6
   B. Business Interruption 7
   BB. Business Interruption - Loss of Profits 8
   C. Extra Expense 10
   D. Rental Value 10
   E. Time Element Extensions 10
   F. Provisions Applicable to Time Element 12
   G. Transit 13
   H. Accounts Receivable 14
   J. Leasehold Interest 14
   K. Commissions, Profits, and Royalties 15
   L. Service Interruption 16
9. COVERAGE EXTENSIONS 17
   A. Demolition and Increased Cost of Construction 17
   B. Debris Removal and Cost of Cleanup 17
   C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 18
   D. Hazardous Substances and Decontamination Costs 18
   E. Extra and Expediting Expense 18
   F. Loss Adjustment Expenses and Professional Fees 19
   G. Fire Brigade Charges and Extinguishing Expenses 19
   H. Defense Costs 19
   I. Consequential Loss 19
   J. Control of Damaged Merchandise 19
   K. Brands or Trademarks 20
   L. Tenants and Neighbors Liability 20
   M. Devaluation 20
   N. Coinsurance Deficiency 20
   O. Tax Liability 20
   P. Tax Treatment of Profits 21
   Q. Deferred Payments 21
   R. Temporary Removal of Property 21
   S. Terrorism 22
   T. Operational Testing 22
   U. Property in the course of Construction 23
   V. Exhibition, Exposition, fair or Trade Show 23
   W. Boiler and Machinery Sub-limited coverages 23
   X. Difference in Conditions 24

TABLE OF CONTENTS (CONTINUED)

(Order in which they appear) Page No

10. PERILS INSURED AGAINST 24
11. PERILS EXCLUDED 25
12. PROPERTY EXCLUDED 28
13. VALUATION 29
14. EARTHQUAKE AND FLOOD 30
15. ACCIDENT 31
16. CONTRIBUTING INSURANCE 31
17. EXCESS INSURANCE 32
18. UNDERLYING INSURANCE 32
19. OTHER INSURANCE 32
20. PRIMARY INSURANCE 32
21. CONFLICT IN WORDING 32
22. SUBROGATION 32
23. SALVAGE AND RECOVERIES 33
24. MACHINERY 33
25. SUSPENSION 33
26. ERRORS OR OMISSIONS 33
27. NOTICE OF LOSS 33
28. PROOF OF LOSS 33
29. PARTIAL PAYMENT OF LOSS 34
30. ASSIGNED ADJUSTER 34
31. APPRAISAL 34
32. PAIR OR SET 34
33. ASSISTANCE AND COOPERATION OF THE INSURED 34
34. SUE AND LABOR 34
35. PAYMENT OF LOSS 35
36. CURRENCY 35
37. REINSTATEMENT 35
38. SUIT AGAINST THE COMPANY 35
39. CERTIFICATES OF INSURANCE 35
40. CANCELLATION 36
41. VALUES 36
42. TITLES OF PARAGRAPHS 36
43. CONFORMANCE 36
44. GEOGRAPHIC TERRORISM PROVISIONS 36
45. ASSIGNMENT 36
46. MISREPRESENTATION AND FRAUD 37
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS) 37
48. FULL WAIVER 38
49. POLICY DOCUMENTATION 38

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

COMMERCIAL EXCESS INLAND MARINE PROPERTY POLICY
AMERICAN WATER WORKS COMPANY, INC.

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD $70,504 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

$10,000,000 part of $50,000,000 excess $50,000,000 Excess of Deductibles

This policy covers for a twenty (20%) percent interest in this insurance, and this Company shall not be liable for more than twenty (20%) percent of the limits of liability set forth herein, nor for more than twenty (20%) percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $50,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$300,000,000	Earth Movement per occurrence and in the Aggregate, except
	$50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$160,000,000	Flood per occurrence and in the Aggregate, except
	$100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.K., Deferred Payments as described in Clause 9.X., Valuable Papers as decribed in Clause 8.I., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.
$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except
	$10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development

$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)
$5,000,000	Hazardous Substances, including Deceontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year
$100,000,000	Terrorism, as described in Clause 9.S.for Property Damage and Time Element combined. This limit shall not include the actual cash value portion of fire damage caused by Terrorism.

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause
$20,000,000	Data Restoration as described in clause 9.V.2
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)
30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)
12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgewater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.
2. This is the annual aggregate amount
3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;

   b. payment of such claim;

   such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumedby the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.
(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;
such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.
(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

$$\text{Loss payment due under this clause} = \frac{C-A}{B} - C$$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

   b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

a) the coverage is provided under this Policy;

b) the limit(s) of liability has been exhausted under the primary policy, and

c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded. Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.
The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.

"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;
(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying policy(ies) limit, then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

48. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

49. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

APPENDIX - A - NEW MADRID SEISMIC ZONE

Property in:

Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff

Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson

Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick

Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster

Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo

Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne

Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

APPENDIX - B - PACIFIC NORTHWEST SEISMIC ZONE

Property in:

Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

APPENDIX - C - WINDSTORM TIER 1 COUNTIES

Alabama: Baldwin, Mobile;

Florida: Entire State of Florida;

Hawaii: Entire Stale of Hawaii

Georgia: Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;

Louisiana: Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;

Mississippi Hancock, Harrison, Jackson;

North Carolina: Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;

Puerto Rico: Entire State of Puerto Rico

South Carolina: Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;

Texas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;

Virginia: Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 1

MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

(a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

(b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

(c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 2

PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,

2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,

3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 3

PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:
2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or
3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 4

WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 5

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 6

POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. Pollution and Contamination Exclusion.

   This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release:, discharge, escape or dispersal of **CONTAMINANTS** or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

   Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

   Except if a limit is shown in the policy

   CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

   This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

Asbestos Exclusions

This policy does not cover –

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or de contamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

Except if a limit is shown in the policy

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 7

OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined.

   Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

   The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).

   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 8

STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.
Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

STANDARD PROPERTY CONDITIONS

Date Issued: 04/13/07

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 9

WAR AND MILITARY ACTION EXCLUSION

We, the Company, will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. War, including undeclared or civil war:
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 10

It is understood and agreed Endorsement No. 5 is hereby deleted and replaced with the following:

NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOACTIVE MATERIALS (NBCR) TERRORIST ACTIVITY EXCLUSION (FEDERAL LAW EXCEPTION)

I. With respect to this policy and any endorsements thereto, the following exclusion is added and supersedes any provision to the contrary:

This insurance does not apply to:

All loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, any "NBCR Terrorist Activity," as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, damage, cost or expense.
For the purposes of this exclusion,

A. "NBCR Terrorist Activity" shall mean any deliberate, unlawful act that:

1. includes, involves, or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon except where the Insured can demonstrate to the Company, that such activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:

(a) promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective;

(b) influence, disrupt or interfere with any government related operations, activities or policies;

(c) intimidate, coerce or frighten the general public or any segment of the general public; or

(d) disrupt or interfere with a national economy or any segment of a national economy; or

2. includes, involves, or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon that is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism.

II. However, in consideration of the additional premium paid, the exclusion in Section I. above does not apply to the extent that the loss is an "insured loss" under the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005 (The Act).

A. Section 102(5) of the Act defines such loss as follows:

"Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:

1. occurs within the United States; or

2. occurs to an air carrier(as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.

B. Section 102(1) of the Act defines an "act of terrorism" for the purposes of the Act as follows:

"Act of terrorism" means any act that is certified by the Secretary, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;

2. to be a violent act or an act that is dangerous to:

   a. human life;

   b. property; or

   c. infrastructure;

3. to have resulted in damage within the United States, or outside of the United States in the case of:

   a. an aircarrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or

   b. the premises of a United States mission; and

4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Section 102 (1)(B) states "no act shall be certified by the Secretary as an act of terrorism if:

1. the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or

2. property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000.

C. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.

D. Neither the Company nor the federal government will be liable for payment for any portion of all insurers' aggregate losses under the Act that exceeds $100 billion during the time period specified in the Act.

E. Coverage provided under this Section II:

1. is subject to all of the provisions of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005; and

2. is part of and not in addition to the applicable Limits of Insurance or Liability of this policy.

III. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorist exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by a Nuclear Hazard Exclusion or a War Exclusion.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000019-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 11

SERVICE OF PROCESS ENDORSEMENT

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of the Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

555 College Road East, Princeton, New Jersey 08543-5241 Phone: (800) 305-4954

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

Commercial Inland Marine Property Policy Declarations

Policy No. **58-A3-XP-0000020-00**

Renewal of Number: NEW
Policy Issue Date: 04/13/07
Producer No.: B00584

Item 1. Named **Insured** and Mailing Address:
American Water Works Company, Inc.
1025 Laurel Oak Road
Vorhees, NJ 08043

Originating Producer's Name and Mailing Address
Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036

Licensed Surplus Lines Producer:
Same

Named **Insured** is: ☐ Individual, ☐ Partnership, ☐ Corporation, ☐ Joint Venture, ☒ Other
Business of the Named Insured is: Water Supply and Irrigation Systems

Item 2. Policy Period:

From: 12/31/06 to 12/31/07 at 12:01 A.M. Standard Time at your mailing address shown above.

Item 3. Premium: $ 57,000
Terrorism Premium (Certified and Non Certified Acts): $ N/A

Item 4. Limits of Insurance: $40,000,000 per occurrence or 20% part of $200,000,000 per occurrence excess of $100,000,00 per occurrence excess of policy deductibles subject to policy sublimits.

Item 5. Forms and Endorsements: See Schedule of Forms and Endorsements

Authorization: In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company.

The Princeton Excess and Surplus Lines Insurance Company
Hereinafter Referred To As The Company

Secretary

President

RECEIVED
APR 13 2007
MARSH USA, INC.
NEW YORK, NY

Date: 04/13/07

Authorized Representative

Date:

Licensed Producer Signature, if required by law

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, INSURANCE IS PROVIDED TO THE ABOVE NAMED INSURED BY THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY.

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS THAT MAY LATER BE ATTACHED TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Schedule of Forms and Endorsements
COMMERCIAL INLAND MARINE PROPERTY POLICY

Effective date of this Schedule: 12/31/06 Issue date: 04/13/07

Attached to and forming part of Policy No.: 58-A3-XP-0000020-00

Issued To: **American Water Works Company, Inc.**

The following is a schedule of Forms and Endorsements issued with the policy at inception:

Form ID Number:	**Form Name:**
	DECLARATIONS
	COMMERCIAL INLAND MARINE PROPERTY POLICY
APPENDIX A	NEW MADRID SEISMIC ZONE
APPENDIX B	PACIFIC NORTHWEST SEISMIC ZONE
APPENDIX C	WINDSTORM TIER 1 COUNTIES
ENDORSEMENT NO. 1	MOLD / FUNGUS EXCLUSION
ENDORSEMENT NO. 2	PROPERTY DATA CORRUPTION
ENDORSEMENT NO. 3	PROPERTY Y2K MILLENNIUM ENDORSEMENT
ENDORSEMENT NO. 4	WATER DAMAGE EXCLUSION – INTERIOR OF BUILDING
ENDORSEMENT NO. 5	WAR AND TERRORISM EXCLUSION ENDORSEMENT
ENDORSEMENT NO. 6	POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION
ENDORSEMENT NO. 7	OCCURRENCE LIMIT OF LIABILITY
ENDORSEMENT NO. 8	STANDARD PROPERTY CONDITIONS
ENDORSEMENT NO. 9	WAR AND MILITARY ACTION EXCLUSION
ENDORSEMENT NO. 10	NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOACTIVE MATERIALS (NBCR)
	TERRORIST ACTIVITY EXCLUSION (FEDERAL LAW EXCEPTION) PNBCR 03
ENDORSEMENT NO. 11	SERVICE OF PROCESS ENDORSEMENT

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

COMMERCIAL EXCESS INLAND MARINE PROPERTY POLICY

AMERICAN WATER WORKS COMPANY, INC.

TABLE OF CONTENTS

(Order in which they appear) Page No

NAMED INSURED 1
1. TERM OF INSURANCE AND PREMIUM 1
2. PARTICIPATION 1
3. CURRENCY DESIGNATION 1
4. LIMITS OF LIABILITY 1
5. DEDUCTIBLES 4
6. LOSS PAYABLE 6
7. TERRITORY 6
8. COVERAGE 6
   A. Real and Personal Property 6
   B. Business Interruption 7
   BB. Business Interruption - Loss of Profits 8
   C. Extra Expense 10
   D. Rental Value 10
   E. Time Element Extensions 10
   F. Provisions Applicable to Time Element 12
   G. Transit 13
   H. Accounts Receivable 14
   J. Leasehold Interest 14
   K. Commissions, Profits, and Royalties 15
   L. Service Interruption 16
9. COVERAGE EXTENSIONS 17
   A. Demolition and Increased Cost of Construction 17
   B. Debris Removal and Cost of Cleanup 17
   C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal 18
   D. Hazardous Substances and Decontamination Costs 18
   E. Extra and Expediting Expense 18
   F. Loss Adjustment Expenses and Professional Fees 19
   G. Fire Brigade Charges and Extinguishing Expenses 19
   H. Defense Costs 19
   I. Consequential Loss 19
   J. Control of Damaged Merchandise 19
   K. Brands or Trademarks 20
   L. Tenants and Neighbors Liability 20
   M. Devaluation 20
   N. Coinsurance Deficiency 20
   O. Tax Liability 20
   P. Tax Treatment of Profits 21
   Q. Deferred Payments 21
   R. Temporary Removal of Property 21
   S. Terrorism 22
   T. Operational Testing 22
   U. Property in the course of Construction 23
   V. Exhibition, Exposition, fair or Trade Show 23
   W. Boiler and Machinery Sub-limited coverages 23
   X. Difference in Conditions 24

TABLE OF CONTENTS (CONTINUED)

(Order in which they appear) Page No

10. PERILS INSURED AGAINST 24
11. PERILS EXCLUDED 25
12. PROPERTY EXCLUDED 28
13. VALUATION 29
14. EARTHQUAKE AND FLOOD 30
15. ACCIDENT 31
16. CONTRIBUTING INSURANCE 31
17. EXCESS INSURANCE 32
18. UNDERLYING INSURANCE 32
19. OTHER INSURANCE 32
20. PRIMARY INSURANCE 32
21. CONFLICT IN WORDING 32
22. SUBROGATION 32
23. SALVAGE AND RECOVERIES 33
24. MACHINERY 33
25. SUSPENSION 33
26. ERRORS OR OMISSIONS 33
27. NOTICE OF LOSS 33
28. PROOF OF LOSS 33
29. PARTIAL PAYMENT OF LOSS 34
30. ASSIGNED ADJUSTER 34
31. APPRAISAL 34
32. PAIR OR SET 34
33. ASSISTANCE AND COOPERATION OF THE INSURED 34
34. SUE AND LABOR 34
35. PAYMENT OF LOSS 35
36. CURRENCY 35
37. REINSTATEMENT 35
38. SUIT AGAINST THE COMPANY 35
39. CERTIFICATES OF INSURANCE 35
40. CANCELLATION 36
41. VALUES 36
42. TITLES OF PARAGRAPHS 36
43. CONFORMANCE 36
44. GEOGRAPHIC TERRORISM PROVISIONS 36
45. ASSIGNMENT 36
46. MISREPRESENTATION AND FRAUD 37
47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS) 37
48. FULL WAIVER 38
49. POLICY DOCUMENTATION 38

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

COMMERCIAL EXCESS INLAND MARINE PROPERTY POLICY
AMERICAN WATER WORKS COMPANY, INC.

NAMED INSURED

AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.

HEREINAFTER REFERRED TO AS "THE INSURED"

Mailing Address - American Water Works Company Inc
1025 Laurel Oak Road
Voorhees - NJ - 08043

1. TERM OF INSURANCE AND PREMIUM

In consideration of USD $57,000 annual premium, this policy attaches and covers for a period of 365 days from December 31, 2006 to December 31, 2007, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy (ies) replaced or renewed by this policy.

Premium Payable: American Water Works Company, Inc., pays the premium under this policy, and any return of the paid premium accruing under this policy will be paid to the account of American Water Works Company

2. PARTICIPATION

$40,000,000 part of $200,000,000 excess $100,000,000 Excess of Deductibles

This policy covers for a twenty (20%) percent interest in this insurance, and this Company shall not be liable for more than twenty (20%) percent of the limits of liability set forth herein, nor for more than twenty (20%) percent of the recoverable loss.

3. CURRENCY DESIGNATION

All amounts, including deductibles, premiums and limits of liability, indicated in this policy shall be in the currency of the United States of America - USD.

4. LIMITS OF LIABILITY

The Company's maximum limit of liability in a single occurrence regardless of the number of locations or coverages involved will not exceed the policy limit of liability of $200,000,000 during any policy year, except as follows. When a limit of liability for a location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the policy limit of liability.

Limits of liability stated below or elsewhere apply in the aggregate per occurrence for all locations and coverages involved.

When a limit of liability is shown as applying in the Aggregate During Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations, coverages or occurrences involved.

In the event an occurrence results in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of coverages, locations or perils involved.

Limits of Liability	
$300,000,000	Earth Movement per occurrence and in the Aggregate, except
	$50,000,000 per occurrence and in the Aggregate with respect to Earth Movement for locations in California
$160,000,000	Flood per occurrence and in the Aggregate, except
	$100,000,000 per occurrence and in the Aggregate with respect to locations wholly or partially within Flood Zones A, B, X 100/500 year
$30,000,000	Combined with respect to Accounts Receivable 8.H, Commissions, Profits and Royalties as described in Clause 8.K., Deferred Payments as described in Clause 9.X., Valuable Papers as decribed in Clause 8.I., Errors & Omissions described in Clause 26, and Data, Programs, or software as described in Clause 13.B(3)., following covered property damage
$15,000,000	Tax Treatment of Profits as described in clause 9.P.
$15,000,000	Tenants and Neighbors Liability as described in Clause 9.L.
$15,000,000 or 25% of Loss, whichever is greater	Debris Removal as described in clause 9.B
$30,000,000	Property in the course of construction as described in clause 9.U., except
	$10,000,000 with respect to Soft Costs as defined in Clause 8.E.(5).
$10,000,000	Contingent Time Element as described in Clause 8.E.(1)(a)
$15,000,000	Tax Liability as described in Clause 9.O.
$10,000,000	Service Interruption Property Damage and Time Element combined as described in Clause 8.K.
$10,000,000	Exhibitions, Fairs, Trade Shows
$10,000,000	Transit as described in Clause 8.G.
$30,000,000	Extra Expense and Expediting Expense combined as described in Clauses 8.C. and 9.E
$10,000,000	Brands and Labels
$10,000,000	Demolition and Increased Cost of Construction, at time of loss, as described in clause 9.A.
$10,000,000	Research and Development

$10,000,000	Leasehold Interests
$30,000,000	Unscheduled Locations as described in Clause 8.A.(6), per location
$5,000,0000	Fine Arts as described in Clause 13.B.(5)
$5,000,000	Hazardous Substances, including Deceontamination Expense in the Aggregate During Any Policy Year
$40,000,000	Dams, Dikes, and Reservoirs
$1,000,000	Radioactive Decontamination in the Aggregate During Any Policy Year
$5,000,000	Currency Devaluation
$5,000,000	Coinsurance Deficiency
$2,500,000	Defense Costs as described in clause 9.H.
$2,500,000	Fire Brigade Charges and Extinguishing expenses as described in clause 9.G.
$2,500,000	Loss Adjustment Expenses and Professional Fees combined as described in Clause 9.F.
$2,500,000	Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal, as described in Clause 9.C., in the Aggregate During Any Policy Year
$100,000,000	Terrorism, as described in Clause 9.S.for Property Damage and Time Element combined. This limit shall not include the actual cash value portion of fire damage caused by Terrorism.

Boiler and Machinery Sublimits

$20,000,000	Water Damaged as described in clause
$20,000,000	Data Restoration as described in clause 9.V.2
$20,000,000	Perishable Goods as described in clause 9.V.1
$10,000,000	Hazardous Substances as described in clause 9.V.3

Time Limits

In addition to the time limits shown elsewhere in this policy, the following apply:

90 day period but not to exceed $50,000,000:	Newly Acquired Locations as described in Clause 8.A.(5)
30 day period but not to exceed $10,000,000:	Ingress/Egress as described in Clause 8.E.(4)
12 Months	Gross Profits
30 day period but not to excess $10,000,000	Civil and/or military Authority as described in clause 8.E.(2)
12 month period:	Time Element loss as respects Terrorism and Non Certified Act of Terrorism combined This Time Limit for Terrorism coverage and Non Certified Act of Terrorism shall not be considered additive to any other Time Limits or to any Period of Indemnity or any Period of Recovery applying to any Time Element coverage or Time Element Extension provided under this policy, and shall be subject to the limit of liability for Terrorism and Non Certified Act of Terrorism.
180 day period:	Extended Period of Indemnity as described in Clause 8.F.(1)(b)

5. DEDUCTIBLES

In each case of loss covered by this policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the applicable deductible(s) specified below, and only for its share of that greater amount.

Unless otherwise stated below, when this policy insures more than one location, the deductible will apply against the total loss covered by this policy in any one occurrence.

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible.

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses during a policy year of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by local, state or governmental funding organizations, such payment shall be considered Underlying Insurance as defined in Clause 18.

The appropriate deductible amounts specified below shall apply to general average contributions, salvage charges and sue and labor expenses.

Policy Deductible(s)

USD 100,000 combined all coverages, except as follows.

Exceptions to Policy Deductible(s)

Boiler & Machinery

$350,000 per occurrence combined Property Damage and Business Interruption with respect to the 10 Megawatt Combustion Turbine Generator at the Bridgewater, New Jersey location

All Risk

Annual Aggregate Deductible

A. In the event that the Insured's retention under this Section excess of $25,000 each occurrence exceeds an aggregate limit of $450,000 in any one policy year, then this Company shall be liable for the amount of each subsequent loss excess of $25,000. Loss arising out of any waiting period excess of $25,000 specified herein apply towards computation of the aggregate limit.

Earthquake and Flood losses do not contribute towards the erosion of the annual aggregate of the deductible buy-down policy.

B. After the Insured attains, but does not exceed the $450,000 aggregate in any one policy year, all loss in excess of $25,000 shall be paid by the Company.

C. In order to establish the satisfaction of the annual aggregate of $450,000, the Insured shall report all insured losses in excess of $25,000 to the Company as soon as practicable. The Company shall accept a notarized affidavit from an officer of the Insured as proof of the total dollar amount of the loss.

1. This is a maintenance deductible. Any amount below this deductible does not apply towards the aggregate. Only the portion above this deductible amount applies towards the aggregate.
2. This is the annual aggregate amount
3. This is the deductible on subsequent losses after the aggregate is attained

D. Expense of Subrogation – Annual Aggregate Deductible

1. The amount of expense necessarily incurred in the subrogation for property lost or damaged shall be considered as part of the loss for the purpose of determining the annual aggregate deductible specified in paragraph (A) above, but not for an amount in excess of the amount by which the loss is reduced by such subrogation activities.

2. When, in connection with any loss or damage to property insured hereunder, any subrogation or any other right of recovery the insured might have against a third party is received subsequent to:

   a. application of the loss toward the annual aggregate deductible specified in paragraph (A) above, and ;

   b. payment of such claim;

   such property shall not require re-computation of the per occurrence and annual aggregate deductibles

E. In the event of cancellation of this policy by the Company, except cancellation for non-payment of premium,, the annual aggregate deductible shall be computed on a pro rata basis predicated on that protion of the policy year that has lapsed up to the date such cancellation becomes effective. If losses assumedby the Insured exceed the amount that would have been sustained if computed on such a pro rata basis, the Company shall promptly pay the Insured their share of the difference between the assumed losses and the pro rata amount. Cancellation by the Insured shall no result in any adjustment of the annual aggregate deductible.

Earthquake

A. 5% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $250,000 any one occurrence, as respects to the entire State of California, Puerto Rico, and Hawaii.

B. 3% of the total Insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to New Madrid and Pacific Northwest

Flood

A. With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $1,000,000 any one occurrence.

B. With respect to flood as result of Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence.

C. With respect to any other flood loss, the deductible shall be 5% of the total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence

If more than one of these deductibles, should be applicable, the larger shall apply.

Windstorm

5% of total insurable values at each location involved in loss or damage, subject to a minimum of $100,000 any one occurrence, as respects to Windstorm in 1st tier counties of the states Virginia, Georgia, Alabama, Mississippi, North Carolina, South Carolina, Louisiana & Texas, except the entire states of Florida, Puerto Rico & Hawaii.

Waiting Period(s)

48 Hours with respect to Service Interruption

48 Hours with respect to Ingress/Egress

48 Hours with respect to Civil and/or Military Authority

6. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to American Water Works or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

7. TERRITORY

This policy covers loss occurring anywhere in the United States of America, Canada, and the Commonwealth of Puerto Rico

8. COVERAGE

Except as hereinafter excluded, this policy covers the following while at a location listed on the Schedule of Locations reported to and on file with the Company, while within 1,000 feet of such location, or while in transit within this policy's territory:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property including but not limited to property owned, used, leased or contracted for use by the Insured, or hereafter constructed, erected, installed, or acquired, including while in course of construction, erection, installation, and assembly. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or leases to the contrary.

(2) The interest of the Insured in real and personal property of others in the Insured's care, custody, or control which the Insured is responsible for or has agreed to insure.

(3) At the option of the Insured, personal property of the Insured's officials, employees and representatives while on the premises of the Insured. This insurance shall then act as primary insurance except as respect employees' automobiles.

(4) Contractors' and vendors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral. Such contractors' and vendors' interest will not extend to any Time Element coverage provided under this policy.

(5) Newly Acquired Locations: Notwithstanding the above provision that a location must be scheduled on a Schedule of Locations in order to be covered, this policy does insure, subject to the Newly Acquired Locations limit of liability, real and personal property (including Time Element coverage if otherwise provided by this policy) at any location acquired, purchased, leased or rented by the Insured after the inception date of this policy from the date of acquisition of such location for the period of time as shown under Time Limits in Clause 4., until reported to the Company, or until agreement is reached that the location will not be covered by this policy, whichever is soonest. This policy does not insure property at such newly acquired locations that are insured in whole or in part by any other insurance policy.

New Dams, Dikes or reservoirs attaching to this insurance will need to be reported to the Company in order for coverage under this policy to be confirmed.

(6) Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy does insure, subject to the Unscheduled Locations limit of liability, Unscheduled Locations (including Time Element coverages if otherwise insured by this policy) that are located within this policy's territory. There is no liability under this policy for loss or damage to property at Unscheduled Locations caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

An Unscheduled Location is a location not listed on the Schedule of Locations reported to and on file with the Company; is not a Newly Acquired Location as described in Clause 8.A.(5) nor covered under the terms of Clause 26. Errors or Omissions and is a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each separation not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining an Unscheduled Location.

(7) Off Premises Storage for Property Under Construction: Notwithstanding the above provision that a location must be on a Schedule of Locations in order to be covered, this policy covers insured physical loss or damage to property of the type insured (including Time Element coverages if otherwise insured by this policy) that is under contract to be used in a construction project at a location listed on the Schedule of Locations or as described in items (5) and (6) above. Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this policy's territory but away from such construction project. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor. There is no liability under this policy for loss or damage to this property caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone as shown in Appendix "A", or in the Pacific Northwest Seismic Zone as described in Appendix "B".

B. Business Interruption

(1) Loss resulting from necessary interruption of business conducted by the Insured, whether total or partial, and caused by physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.

(2) If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses only to the extent that these must necessarily continue during the interruption of business including ordinary payroll and only to the extent such charges and expenses would have been earned had no loss occurred.

"Ordinary payroll" is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees as determined by the Insured.

(3) In the event of physical loss, damage, or destruction covered herein to property as described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced income during the indemnity period, this policy shall cover the actual loss sustained of the continuing fixed charges and expenses including ordinary payroll directly attributable to such research and development activities.

(4) However, this Company shall not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

Further, this Company will not be liable under this Clause B. for any loss resulting from damage to or destruction of finished stock, merchandise or stock in process on which a claim is made for settlement on a selling price valuation basis.

(5) Experience of the Business:

(a) In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the actual loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real or personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the actual experience of the business after completion of the construction, erection, installation, or assembly.

BB. Business Interruption - Loss of Profits

Coverage under this clause applies only where there is a loss of profits policy in force covering the location where loss is incurred.

(1) Loss of gross profit and auditor's fees as hereinafter defined, resulting from interruption of or interference with the business, and caused by loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A.
(2) Indemnity: The amount of loss of gross profit shall be based on REDUCTION IN TURNOVER, INCREASE IN COST OF WORKING, and on ADDITIONAL INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) In respect of REDUCTION IN TURNOVER: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the loss, damage, or destruction fall short of the standard turnover;

(b) In respect of INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the loss, damage, or destruction, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

(c) In respect of ADDITIONAL INCREASE IN COST OF WORKING: The additional expenditure in excess of the amount described under subsection (b) reasonably incurred for the sole purpose of resuming or maintaining normal business operations during the indemnity period;

less any sum saved during the indemnity period in respect of such of the standing charges of the business payable out of gross profit as may cease or be reduced in consequence of the loss, damage, or destruction.

(3) Definitions:

(a) Gross Profit: The sum produced by adding to the net profit the amount of all the standing charges of the business or if there be no net profit the amount of the said standing charges less the amount of any net trading loss. Standing charges shall include, but not be limited to, wages and depreciation on property.

(b) Net Profit: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

(c) Wages: The remuneration (including where applicable, bonuses, overtime, living allowance (if any), national insurance contribution, holiday pay or other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

(d) Turnover: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

(e) Indemnity Period: The period beginning with the occurrence of the damage and ending not more than the period of time as shown under Time Limits in Clause 4., during which period of time the results of the business shall be affected in consequence of the physical loss, damage, or destruction.

(f) Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the loss, damage, or destruction.

(g) Annual Turnover: The turnover during the 12 months immediately before the date of the loss, damage, or destruction.

(h) Standard Turnover: The turnover during that period in the 12 months immediately before the date of the loss, damage, or destruction which corresponds with the indemnity period.

With respect to subparagraphs (f) Rate of Gross Profit, (g) Annual Turnover and (h) Standard Turnover as described above, such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the loss, damage, or destruction or which would have affected the business had the loss, damage, or destruction not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss, damage, or destruction would have been obtained during the relative period after the loss, damage, or destruction.

(4) Memoranda:

MEMO 1: If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

MEMO 2: In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

MEMO 3: In the event of a loss, damage, or destruction covered herein to property described in Clause 8.A. which results in an interruption of research and development activities which in themselves would not have produced gross profit during the indemnity period, this policy shall cover the actual loss sustained of the continuing standing charges, including wages directly attributable to such research and development activities.

C. Extra Expense

(1) Extra Expense incurred resulting from physical loss, damage, or destruction covered herein during the term of this policy to real or personal property as described in Clause 8.A.

(2) "Extra Expense" means the reasonable and necessary excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. Rental Value

(1) Rental Value loss sustained by the Insured resulting directly from physical loss, damage, or destruction covered herein during the term of this policy to real and personal property as described in Clause 8.A. but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue.

(2) "Rental Value" is defined as the sum of:

(a) the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and

(b) the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

(c) the fair rental value of any portion of said property which is occupied by the Insured.

(3) Experience of the Business:

(a) In determining the amount of rental value covered hereunder for the purposes of ascertaining the actual loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to real and personal property as described in Clause 8.A.

(b) With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available rental experience of the business after completion of the construction, erection, installation, or assembly.

E. Time Element Extensions

(1) This policy, subject to all provisions and without increasing the limits of this policy, also insures against loss resulting from damage to or destruction by causes of loss insured against, to:

(a) Contingent Time Element:

(i) property of the type insured at Contingent Time Element Locations located within the territory of this policy.

Definition: Contingent Time Element Location wherever used in this policy means:

(1) Any location:

(a) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured.

(b) of any company under a royalty, licensing fee or commission agreement with the Insured.

(2) Any location of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a location described in (1) above.

(3) Leader Properties: property of the type insured, not owned or operated by the Insured, located in the same vicinity as the Insured, which attracts business to the Insured.

(4) A Contingent Time Element Location does not include locations of any company directly or indirectly supplying to, or receiving from, the Insured electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

The Insured will influence and cooperate with the Contingent Time Element Location in every way and take any reasonable and necessary action, including the use of other machinery, supplies or locations, to effect mitigation of the loss payable hereunder.

In determining the indemnity payable hereunder, the Company will consider the amount of income derived before the date of physical loss or damage and the probable amount of income after the date of loss or damage.

Contingent Time Element Location shall be considered an insured location for application of the following coverage extensions: 8.E.(3), 8.E.(4), 8.F.(1)(b), 8.E.(5), 9.I.(2), and 8.J.(2); except as excluded elsewhere in this Policy.

There is no liability for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

There is no liability for any loss caused by or resulting from earthquake as described in Clause 14. in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or the Pacific Northwest Seismic Zone for locations of a direct or indirect customer, supplier, contract manufacturer or contract service provider.

(b) Impounded Water: dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources but for no more than 30 consecutive days after the dam, reservoir or connected equipment is rebuilt.

(2) Interruption by Civil or Military Authority: This policy is extended to cover, starting from the time of physical damage, for up to the number of consecutive days and limit of liability for interruption by civil or military authority as shown under Time Limits in Clause 4, the loss sustained during the period of time when access to an insured location is prohibited by order or action of civil or military authority issued as a direct result of physical damage of the type insured against to property of the type not excluded on or within 5 statute miles of an insured location.

(3) Delay In Start Up

Business Interruption or Business Interruption – Loss of Profits and Extra Expense are extended to cover the Actual Loss Sustained incurred by the Insured during the Period of Recovery as described in Clause 8 due to the reasonable and necessary delay in start up of the business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location described on the Schedule of Locations, or as Newly Acquired Location as described in Clause 8.A(5), or as Unscheduled Location as described in Clause 8.A(6), or under the terms and conditions of Clause 26. Errors or Omissions or as property as covered by Clause 8.A.(7).

(4) Ingress/Egress: This policy is extended to cover, starting at the time of the physical damage, for up to the number of consecutive days and limit of liability for Ingress/Egress as shown under Time Limits in Clause 4., the loss sustained during the period of time when, as a direct result of physical damage of the type insured against to property of the type not excluded, on or within 5 statute miles of an insured location, ingress to or egress from real or personal property is prevented.

(5) Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the Period of Recovery as described in Clause 8 arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at a location listed on the Schedule of Locations, at a Newly Acquired Location as described in Clause 8.A.(5), at an Unscheduled Location as described in Clause 8A(6), or covered under the terms of Clause 26, Errors or Omissions or as property as covered by Clause 8.A.(7).

Definition: Soft Cost means:

Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

(1) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

(2) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).

(3) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.

(4) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

(6) Definition: Wherever used in this policy, the term "Time Element" means any one or all of the following coverages: Business Interruption, Business Interruption – Loss of Profits, Extra Expense, Rental Value, Leasehold Interest and Time Element Extensions described herein.

F. Provisions Applicable to Time Element

(1) Period of Recovery (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): The length of time for which loss may be claimed unless otherwise provided under Time Element Extensions, and subject to any Time Limit provided in Clause 4. is as follows:

(a) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the property that has been destroyed or damaged;

(b) and, such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

(i) the date on which the liability of the Company for loss or damage would otherwise terminate; or

(ii) the date on which repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for more than the number of consecutive days shown as Extended Period of Indemnity in the Time Limits clause.

(c) with respect to alterations, additions and property while in the course of construction, erection, installation, or assembly shall be determined as provided in subparagraph (a) above, but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of production or level of business operations;

(d) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy or cancellation date.

(2) Special Exclusions (not applicable to Business Interruption - Loss of Profits and Leasehold Interests): This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to fines or penalties for breach of contract or for late or non completion or orders or for penalties of any nature; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises.

(3) Expense to Reduce Loss (not applicable to Business Interruption - Loss of Profits): This policy also covers such expenses incurred for the purpose of reducing any loss under this policy but not exceeding the amount by which the loss under this policy is thereby reduced.

(4) Resumption of Operations: If the Insured can, by reasonable means within its control, the Insured will do all things possible to reduce the loss resulting from the interruption of business:

(a) by a complete or partial resumption of operation of the property insured, whether damaged or not; or

(b) by making use of available stock, merchandise, or other property;
such reduction shall be taken into account in arriving at the amount of loss hereunder.

(5) Idle Periods: This policy does not insure against Time Element loss for any period during which the business would not or could not have been conducted for any reason other than physical loss or damage of the type insured against.

G. Transit

(1) Property in transit within and between the territorial limits of this policy, including the coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted into place of final destination.

(2) This insurance is extended to cover loss or damage to property:

(a) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;

(b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;

(c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;

(d) at the Insured's option, which is incoming to the Insured.

(3) (a) The Insured may waive right(s) of recovery prior to loss against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

(b) With respect to shipments made under Clauses (2)(a) and (2)(d) above, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

(4) The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

(5) Seaworthiness of any vessel or watercraft and airworthiness of any aircraft are admitted between this Company and the Insured.

H. Accounts Receivable

(1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of insured loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;

(4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

(1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

I. Leasehold Interest

(1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

(a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

(b) improvements and betterments to real property which are not covered under any other section of this policy;

(c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property of the type insured is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

(2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenantable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.
(b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean:

(a) "The Interest of the Insured as Lessee" is defined as:

(i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

(ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

(b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.

(c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

(4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

J. Commissions, Profits, and Royalties

1) Measurement of Loss:

a) The recoverable COMMISSIONS, PROFITS AND ROYALTIES loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

(i) Commissions, Profits and Royalties;

(ii) Less noncontinuing expenses and charges during the PERIOD OF LIABILITY.

b) The Commissions, Profits And Royalties payable hereunder will be the Actual Loss Sustained of income to the Insured during the PERIOD OF LIABILITY under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to direct physical loss or damage insured by this "policy" to property of the other party of the type insured by this "policy" located within the "policy" TERRITORY.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This "policy" does not cover any cost to effect the above unless authorized in advance by the "company".

d) In determining the indemnity payable hereunder, the "company" will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

2) References and Application. The following term(s) means:

a) Commissions:

The income that would have been received by the Insured from the sale of goods not owned by the Insured.

b) Profits:

The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.

c) Royalties:

The income the Insured is not able to collect under royalty or licensing agreements.

K. Service Interruption

(1) Property Damage

Loss or damage at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

(2) Time Element

Time Element Loss at an insured location or at an unscheduled location as described in Clause 8.A.(6) resulting from the interruption of electricity, steam, gas, water, sewer, or voice, data or video (excluding satellites) service to that location which results from an occurrence at a facility (excluding transmission and distribution lines unless they are within 1,000 feet from the Insured's premises) of the utility or service supplier which immediately prevents in whole or in part the delivery of such utility or service.

The length of time for which such loss may be claimed shall not exceed the length of time, beginning when the interruption occurs and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the utility or service made ready for normal operations, which is in excess of the time indicated as the waiting period qualifier in Clause 5.

The Company will not be liable if the interruption of such utility or service is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified utilities or services.

The Insured will immediately notify the suppliers of utilities or services of any interruption of such services.

There is no liability for any loss resulting from the interruption of the business that is insured under Clause 8.E.(1)(a).

There is no liability for any loss or damage caused by or resulting from earthquake, as described in Clause 14., in California, Hawaii, Puerto Rico or the New Madrid Seismic Zone or in the Pacific Northwest Seismic Zone.

9. COVERAGE EXTENSIONS

A. Demolition and Increased Cost of Construction

In the event of loss or damage insured under this policy that causes the enforcement of any law, ordinance, governmental directive or standard regulating the construction, repair, use, or occupancy of property, this Company shall be liable for:

(1) the cost of demolishing the undamaged property including the cost of clearing the site;

(2) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;

(3) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

(4) any increase in the business interruption (including Loss of Profits), extra expense, rental value or royalties loss arising out of the additional time required to comply with said law or ordinance.

This policy will not be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or clean-up (except as provided in Clause 9. C., Land and Water Contamination or Pollutant Cleanup, Removal and Disposal or as provided in Clause 9. D., Decontamination Costs) or loss of use necessitated by the enforcement of any law, ordinance, governmental standard or directive regulating any form of contamination, including, but not limited to, pollution.

B. Debris Removal and Cost of Cleanup

(1) In the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the limit of liability stated in Clause 4:

(a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from an insured location;

(b) expenses reasonably incurred in removal of debris of the property insured hereunder which is destroyed or damaged while in transit;

(c) expenses reasonably incurred in removal of debris of property not insured under this policy blown onto the insured location by wind or deposited onto the insured location by flood;

(d) cost of cleanup at an insured location made necessary as a result of such direct physical loss or damage;

provided that this policy does not insure against the costs of decontamination or removal of land or water or the contaminant on or in land or water except as provided in Clause 9. C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal.

(2) It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of the intent to claim for the cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

C. Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

This policy covers the reasonable and necessary cost for the cleanup, removal, and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at a location insured under this policy if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

(1) at any location insured for personal property only.

(2) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

D. Decontamination Costs

If insured property is contaminated as a direct result of physical loss or damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of the insured property so contaminated as a direct result of insured physical damage.

The Company is not liable under this extension for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

E. Expediting Expense

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

F. Loss Adjustment Expenses and Professional Fees

This policy is extended to include expenses incurred by the Insured, or by the Insured's representatives for preparing and certifying details of a claim resulting from a loss which would be payable under this policy. However, this Company shall not be liable under this clause for expenses incurred by the Insured in utilizing the services of a public adjuster or attorney.

G. Fire Brigade Charges and Extinguishing Expenses

This policy covers the following expenses resulting from a covered loss:

(1) fire brigade charges and any extinguishing expenses which the Insured incurs;

(2) loss and disposal of fire extinguishing materials expended.

H. Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

I. Consequential Loss

(1) In the event of physical damage not otherwise excluded to property of the type insured at an insured location, and such damage, without the intervention of any other independent excluded cause, results in a sequence of events which causes physical damage to insured property, then there shall be liability under the policy for the resulting damage. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(2) This policy also insures against consequential loss to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning, or refrigeration resulting from physical damage not otherwise excluded at an insured location. However this policy does not insure physical loss or damage excluded by Clauses 11.G. and H. regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss.

(3) This policy also insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications due to damage to or destruction of a part of such lots or other classifications due to a cause of loss not otherwise excluded.

J. Control of Damaged Merchandise

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss under this policy are fit for normal intended use or consumption. No such damaged goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such damaged goods. The Insured shall have full right to the possession of and retain control of all such damaged goods involved in any loss under this policy.

K. Brands or Trademarks

In case of damage insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at the Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

L. Tenants and Neighbors Liability

This policy also covers:

(1) (a) The liability which the Insured incurs as a tenant for damage to real and personal property of the type insured against by a peril insured against;

(b) The liability which the Insured incurs for damage to real or personal property from a peril spreading from the Insured's premises to the premises of neighbors and co-tenants;

(c) The liability which the Insured incurs as landlord for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

(2) This extension applies only to liability incurred in those countries in which a Napoleonic or other civil or commercial code applies due to loss or damage by a peril as defined by such code and as insured hereunder.

M. Devaluation

This policy covers any deficiency in the amount of collectible loss under primary insurance caused by official devaluation of the currency in which it is written. However, the Insured agrees to adjust such deficiencies as soon as practicable after the date of the currency's devaluation.

N. Coinsurance Deficiency

This policy covers the loss sustained by the Insured which results from the application of a coinsurance or average clause in the Insured's primary insurance policies. In such event, this policy shall pay the difference between the amount recoverable under such primary insurance and the total amount of the loss which would have been recoverable under such primary insurance without application of a coinsurance or average clause thereunder subject to the limits of liability as set forth herein.

O. Tax Liability

(1) In the event that a loss covered hereunder cannot be paid in the country where the loss has occurred, the Company shall be liable for an additional loss payment in accordance with the following formula:

Loss payment due under this clause $= \frac{C\text{-}A}{B} - C$

defined as:

A - local tax benefit received where the loss occurred.

B - 1 minus the effective tax rate in the country where loss payments are received.

C - actual loss otherwise payable under this policy, except for the operation of this clause.

(2) Should the effective local tax rate where the loss occurs be equal to or greater than the effective tax rate in the country where loss payments are to be received, then the formula stated in Paragraph 1 above shall not apply.

(3) The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year when the loss occurred.

P. Tax Treatment of Profits

In the event of a loss insured hereunder, this policy is extended to cover the additional loss sustained by the Insured in the event the tax treatment of:

(1) the profit portion of a loss recovery involving stock in process, finished stock manufactured or merchandise purchased by the Insured; and/or

(2) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

Q. Deferred Payments

This policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

(1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.

(2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.

(3) to the extent the buyer continues payments.

(4) not within the territory of this policy.

R. Temporary Removal of Property

1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this policy, this policy covers such property:

   a) while at the location to which such property has been moved; and

   b) for physical loss or damage as provided at the insured location from which such property was removed.

2) This coverage extension does not apply to property:

   a) insured, in whole or in part, elsewhere in this policy.

   b) insured, in whole or in part, by any other insurance policy.

   c) removed for normal storage, processing or preparation for sale or delivery.

S. Terrorism

This policy covers physical loss or damage caused by or resulting from Terrorism as described in Clause 11.H.(6) subject to the limit of liability in Clause 4. and only at locations as specifically described on the Schedule of Locations, at Unscheduled Locations as described in Clause 8.A.(6), and Off Premises Storage for Property Under Construction as described in Clause 8.A.(7).

Any act which satisfies the definition of Terrorism as described in Clause 11.H.(6) shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

Amounts recoverable under this extension of coverage are excluded from coverage elsewhere in this policy.

This extension of coverage does not cover loss or damage which also comes within the terms of Clause 11.H.(1).

This extension of coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

1) that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

2) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

3) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or

4) that involves action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

As respects this extension coverage, this policy does not insure any Time Element loss as provided in this policy for more than the number of months shown in the Clause 4.

T. Operational Testing

This policy covers insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this coverage extension.

The Period Of Operational Testing means the period of time beginning 24 hours prior to the earlier of the following:

1) introduction, into a system, of feedstock or other materials for processing or handling;

2) commencement of fuel or energy supply to a system, and

3) ending with the earlier of the following:

   a) the expiration date or cancellation date of this Policy.

   b) if specified, the number of consecutive days shown in the Time Limits in Clause 4.

U. Property in the course of Construction

This Policy covers property in the course of construction subject to the sub-limit stipulated under the LIMITS OF LIABILITY section of this policy. Insurance for property in the course of construction is provided by this policy as follows:

Coverage is provided for property in the incidental course of construction for projects with a full contract value up to $10,000,000. For projects reported and already accepted by the Company, the limit is $30,000,000

(1) A project is defined as the cost of all labor, materials, equipment, machinery, or supplies intended to be a permanent part of the completed buildings(s) or structure(s) in which the Insured has an insurable interest in at the time of the loss or damage.

(2) It is agreed that after projects or sections of a project are delivered to and accepted by the insured, according to contracts with third party contractors, these delivered/accepted projects or sections of a project will no longer be subject to the limit for Property In the Course of Construction and the policy limit and sub-limits shall therefore apply.

For new projects with full contract value in excess of $10,000,000, coverage will only be provided by this insurance after these new projects are reported to and accepted by the company.

V. Exhibition, Exposition, Fair, or Trade Show

The insurance provided is extended to cover personal property of the Insured while such property is situated on the premises of any exhibition, exposition, fair or trade show within the "policy" TERRITORY. No coverage is provided under this extension for:

(a) Property while in transit or while waterborne;

(b) Property at any "insured location";

(c) Property in course of construction;

(d) Property that is otherwise insured under this "policy" or any other policy issued by the "company" to the Insured.

W.. Boiler and Machinery Sub-limited coverages

In the event of loss or damage insured under this policy that originated from the following equipment:

(a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

This policy is extended to include the following expenses, subject to the "Boiler and Machnery" sub-limits of liability stated in clause 4:

(1) Perishable Goods

(a) Pay for losses resulting from physical damage to "perishable goods" due to "spoilage."

(b) Pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(c) Pay any necessary expenses incurred during the "period of restoration" to reduce the amount of loss under this coverage. These expenses will be paid to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(d) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of perishable goods.

(e) For loss of perishable stock, the basis of adjustment will be as defined under clause 13.A.

(2) Data Restoration

(a) Pay for reasonable and necessary costs to research, replace or restore lost "data."

(b) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from the loss of data.

(3) Hazardous Substances

(a) Pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

(b) Additional costs mean those beyond what would have been payable under coverage provided elsewhere in this policy had no "hazardous substance" been involved.

(c) Pay for losses and expenses as defined under clauses 8.B, 8.BB and 8.C resultant from contamination by a "hazardous substance".

(4) Water Damage

(a) Pay for loss, including salvage expense, on property damaged by water, resulting from any one Accident

X. Difference in conditions

This Policy is designated the Master Insuring Policy for Insured Locations under this Policy and the primary policy for Insured locations in the United States.

As respects such Insured Locations, this Policy covers:

1) the difference in definitions, perils, conditions or coverages between any primary policy and this Policy.

2) the difference between the limit(s) of liability stated in any primary policy and this Policy provided that:

a) the coverage is provided under this Policy;

b) the limit(s) of liability has been exhausted under the primary policy, and

c) the deductible (s) applicable to such claim for loss or damage in the primary policy has been applied

Any coverage provided by the primary policy that is not provided in this Policy does not extend to this Policy.

10. PERILS INSURED AGAINST

This policy insures against:

A. all risk of direct physical loss of or damage to property described herein, including general average, salvage and all other charges on shipments covered hereunder, except as hereinafter excluded. Physical loss or damage shall include any destruction, distortion or corruption of any computer data, coding, program or software except as hereinafter excluded.

B. Service Interruption as set forth in Clause 8.J.

11. PERILS EXCLUDED

This policy does not insure:

A. against perils as defined and insured under primary insurance to the extent of recovery thereunder. However, this Company shall not be liable for non-recovery under primary insurance due to insolvency and/or any other financial failure of such primary Insurer except where this Insurer has a majority interest in such primary Insurer;

B. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:

(1) cause the Insured to sustain such loss, or

(2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

This exclusion does not apply to acts of damage or destruction by employees, however, this exception to the exclusion does not apply to any act, loss or damage excluded in Clause 11.H.(6). Theft by employees is not covered.

C. against the cost of making good, defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;

D. against errors in processing or manufacture of the Insured's product unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

E. against wear and tear, or deterioration, inherent vice, latent defect, corrosion or erosion, unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

F. against settling, cracking, bulging, expansion or shrinkage of foundations, pavements, walls, floors, ceilings, or roofs unless loss or damage not otherwise excluded ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss or damage caused by or resulting from nuclear reaction, or nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote; except:

(1) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
(2) this Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining a nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises; however, this coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

H. against loss or damage caused by or resulting from the following whether such loss or damage be direct or indirect, proximate or remote:

(1) warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

(a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;

(b) or by military, naval, or air forces;

(c) or by an agent of any such government, power, authority, or forces;

(2) against discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission or fusion or radioactive force, whether in time of peace or war and regardless of who commits the act;

(3) against rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence;

(4) against seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction not otherwise excluded under this policy;

(5) against risks of contraband or illegal trade.

(6) Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in the Terrorism coverage as described in Clause 9.S. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this policy covers only to the extent of the actual cash value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any Time Element coverages and Time Element Extensions provided in this policy or to any other coverages provided by this policy.

Any act which satisfies the definition of Terrorism as provided herein shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this policy.

If any act which satisfies the definition of Terrorism as provided herein also comes within the Clause 11.H.(1) then Clause 11.H.(1) applies in place of this Clause 11.H.(6) exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, then Clause 11.H.(6) applies in place of Clause 11.G.

The following term wherever used in this policy means:

Terrorism is defined as:

Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

When the effect or apparent purpose is:

(i) To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or

(ii) To further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

I. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which this Company has paid or agreed to pay then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.
The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the original physical loss or damage.

This policy does not insure against fines, penalties and expenses directly attributable to such fines and penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this exclusion shall override the radioactive contamination exclusion clause stated above.

J. mysterious disappearance, loss or shortage disclosed on taking any inventory, or any unexplained loss.

K. against any loss from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

L. against loss or damage to the interior portion of buildings under construction from rain, sleet, snow, whether or not driven by wind, when installation of the roof, walls and windows of such buildings has not been completed.

M. against loss or damage from fungus, mold or mildew unless such loss is the result of physical damage not otherwise excluded.

N. against insect, animal or vermin damage unless loss or damage not otherwise excluded ensues and then this policy shall cover such ensuing loss or damage.

O. against changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage, all whether atmospheric or not.

P. against loss or damage from shrinkage, or changes in color, flavor, texture or finish unless such loss is the result of physical damage not otherwise excluded.

Q. notwithstanding any provisions to the contrary contained in this policy, this policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence of loss:

Date or Time Recognition by Electronic Data Processing Equipment or Media, and Remediation or Repair, in accordance with the following Definitions.

"Date or Time Recognition" means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

"Electronic Data Processing Equipment or Media" means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.

"Remediation or Repair" means any remediation, change, correction or repair involving one or more dates or times, including the Year 2000, to any Electronic Data Processing Equipment or Media, including any assessment or other actions taken to determine whether any remediation, change, correction or repair is necessary or appropriate.

"Loss or damage" shall include any cost, claim, or expense, whether preventative, investigative, remedial or otherwise, including temporary protection and preservation of property.

(1) If physical loss or damage not excluded by this policy results from Date or Time Recognition by Electronic Data Processing Equipment of Media, then only that resulting physical loss or damage is insured. Insured resulting physical loss or damage shall not include Date or Time Recognition by any Electronic Data Processing Equipment or Media, or Remediation or Repair.

(2) If covered resulting physical loss or damage of the type described in (1) above occurs, and if this policy provides Time Element coverage, then subject to all of its terms and conditions, this policy also covers any insured Time Element loss directly resulting therefrom.

Exclusions A. through F., and exclusions J. through Q. do not apply to Service Interruption as set forth in Clause 8.J.

Exclusions C., D., and F. do not apply to property in transit.

Exclusion D. does not apply to alterations, additions, and property while in the course of construction, erection, installation, or assembly.

12. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

A. Land; however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property.

B. Water, except water which is contained within any type of tank, piping system or other process equipment;

C. Money, securities, notes, accounts, bills, currency and evidences of debt except as provided in clause 8.H , Accounts Receivable;

D. Growing crops, standing timber, and animals except for research;

E. Underground Mining;

F. Watercraft, aircraft, satellites, motor vehicles licensed for highway use when not on the Insured's premises, but this exclusion for motor vehicles shall not apply to contractor's equipment;

G. Waterborne shipments via the Panama Canal, and to and from Puerto Rico, the Virgin Islands, Hawaii, and Alaska;

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after Ocean Marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until Ocean Marine insurance terminates, whichever occurs last. However, this exclusion shall not apply to air and waterborne shipments within a single country; or air and waterborne shipments between the USA and Canada.

13. VALUATION

In case of loss, the basis of adjustment shall be as follows:

A. Stock

(1) Raw Stock (materials and supplies in the state in which the Insured received them for conversion by the Insured into finished stock, including supplies consumed in such conversion or in the service rendered by the Insured) shall be valued at replacement cost at the time and place of loss.

(2) Stock in process (raw stock which has undergone any aging, seasoning, or other processing by the Insured but which has not become finished stock) shall be valued at the Insured's selling price of finished stock at the time of loss when such stock has been reported to the Company at selling price, otherwise stock in process shall be valued at the value of the raw materials and labor expended plus the proper proportion of overhead charges. When stock in process is valued at selling price, there will be deducted any manufacturing expense not incurred by the Insured and any discounts, rebates, and unincurred expenses to which the sales price would have been subject.

(3) Finished stock (stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale) and merchandise shall be valued at the Insured's selling price at the time of loss, less all discounts, rebates, and unincurred expenses to which such sales price would have been subject.

B. Real and Personal Property

(1) Buildings, structures, furniture and fixtures, machinery, equipment, improvements and betterments, shall be valued at the cost to repair or replacement cost new, whichever is less, on the same premises, as of the date of replacement.

(2) Electronic Data Processing or control equipment and production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

(3) Valuable papers and records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information;

"Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities.

"Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, cards, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs and software.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money.

(4) Property of others which the Insured is required to insure to a stipulated value shall be valued at the replacement cost new as of the date of replacement, if replaced at the Insured's option; otherwise at the stipulated value.

(5) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money or securities.

(6) Other property not otherwise provided for, at the cost to repair or replacement cost new, whichever is less, on the same premises as of the date of replacement.

(7) Permission is granted for the Insured to replace the damaged property with any property at the same site or at another site within the territorial limits of this policy, but recovery is limited to what it would cost to replace on same site. If property damaged or destroyed is not repaired, rebuilt or replaced within two years after the loss or damage, this Company shall not be liable for more than the actual cash value at the time of loss (ascertained with proper deduction for depreciation) of the property damaged or destroyed. However, limitations imposed by federal, state, municipal or other governmental building codes shall not result in actual cash valuation.

C. On property that is damaged by fire and such fire is the result of Terrorism as described in Clause 11.H.(6), the actual cash value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Clause 13. Valuation and shall be subject to the limit(s) of liability for Terrorism and Non Certified Act of Terrorism as shown in Clause 4.

14. EARTHQUAKE AND FLOOD

A. Each loss by earthquake or flood shall constitute a single occurrence hereunder if:

(1) more than one earthquake shock occurs within any period of 72 hours during the term of this policy, the beginning of which 72 hour period may be determined by the Insured; or

(2) any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

(3) any flood results from any tidal wave or series of tidal waves caused by any one disturbance.

Earthquake is defined as a shaking or trembling of the earth that is seismic in origin, regardless of any other causes or events contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from earthquake will not be considered loss by earthquake within the terms and conditions of this policy.

Flood is defined as rising waters; surface waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion and sprinkler leakage resulting from flood will not be considered loss by flood within the terms and conditions of this policy.

B. Should any time period referred to in Clause A. above commence prior to expiration or cancellation date of this policy, this Company shall pay all such earthquake or flood losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Company shall not be liable, however, for any loss caused by any earthquake or flood commencing before the effective date and time or commencing after the expiration date and time of this policy.

15. ACCIDENT

The term "accident" is defined solely for the determination of the limits of liability and/or deductible(s) and application of the sue and labor and suspension section only. The term "accident" shall not limit or define the perils or coverages provided elsewhere in this policy.

A. The term "accident" shall mean:

(1) Any condition or occurrence within boilers or fired or unfired vessels owned by, operated by, or under the control of the Insured and subject to pressure or vacuum including piping or apparatus attached to and forming a part thereof, except that the words "any condition or occurrence" shall not include explosion, other than explosion of the parts of a steam boiler containing steam or water, steam piping, steam turbines, or steam engines;

(2) mechanical breakdown of any machine or apparatus arising out of any condition or occurrence within such machine or apparatus;
(3) electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

However, the term "accident" does not include:

(1) loss or damage from fire or from the use of water or other means to extinguish fire; and

(2) the normal operation of any safety or protective device;

B. The term "accident" shall not apply to the following property:

(1) property in transit;

(2) property while in the course of construction, erection, installation, or assembly;

(3) electronic data processing systems used for administrative, statistical, or accounting purposes;

(4) any sewer piping, any piping forming a part of a fire protective system, or any water piping other than:

(a) boiler feed water piping;

(b) boiler condensate return piping;

(c) water piping used in a heat transfer system for cooling, humidifying, or space heating purposes;

(5) any vehicle, or self-propelled equipment;

(6) any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale, or conveyor, but not excluding any pressure vessel, gears, engines or electrical equipment used with a machine.

16. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

17. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

18. UNDERLYING INSURANCE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.

19. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, the excess insurance clause, or the underlying insurance clause, this policy shall not cover to the extent of any other collectible insurance, whether directly or indirectly covering the same property against the same causes of loss. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other collectible insurance. Notwithstanding that this policy only covers for the excess of any other collectible insurance, this Company guarantees prompt payment in full of the amount of loss which would have been recoverable under this policy in the absence of such other collectible insurance and agrees to advance the amount of loss as a loan, without interest, repayable in the event of and to the extent of recovery from such other collectible insurance minus the cost of recovery, and repayable in the event of non-payment by the primary Insurer due to insolvency as excluded in Clause 11.A. As used herein, "other collectible insurance" does not include self-insurance, deductibles, self-insured retentions or fronting policies.

20. PRIMARY INSURANCE

Primary Insurance shall mean locally admitted and/or non-admitted policies issued to the Insured in Canada and by the Company's local subsidiaries or representatives.

21. CONFLICT IN WORDING

Subject to all other terms and conditions set forth herein, coverage under this policy shall take precedence when the perils and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of primary policies.

22. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies or corporations, the Insured's officers, directors, and employees, or any other corporations or companies associated with the Insured through ownership or management, and at the option of the Insured against a tenant of the Insured, is waived.

B. In the event of any payment under this policy, this Company, where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other Company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne by the insurers instituting the proceedings.

23. SALVAGE AND RECOVERIES

Where legally permitted and where loss payment under primary insurance is not reduced or eliminated, all salvages, recoveries and payments, excluding proceeds from subrogation and underlying insurance, recovered or received prior to a loss settlement under this policy, shall reduce the loss accordingly.

24. MACHINERY

In case of loss or damage insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the lesser of cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

25. SUSPENSION

Upon discovery of a dangerous condition with respect to any boiler, fired or unfired pressure vessel and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power, any representative of the Company may immediately suspend the insurance with respect to an "accident" to said property by written notice mailed or delivered to the Insured at the home office address of the Insured.

26. ERRORS OR OMISSIONS

Any unintentional error or omission made by the Insured in the description of where insured property is located or to include a location in the Schedule of Locations or to report a newly acquired (owned, purchased, leased or rented) location, or that results in cancellation of an insured location under this policy, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department. Coverage under this clause shall be subject to the limit of liability stated in Clause 4.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6).

27. NOTICE OF LOSS

As soon as practicable after any loss or damage occurring under this policy is known to the Insured's Home Office Insurance Department, the Insured shall report such loss or damage to both this Company and then to Marsh Inc.

28. PROOF OF LOSS

The Insured, at the request of the Company, will render a signed and sworn proof of loss to the Company or its appointed representative as soon as practicable stating: the place, time, cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

29. PARTIAL PAYMENT OF LOSS

In the event of a loss covered by this policy, it is understood and agreed that the Company will issue partial payment(s) of claim subject to the policy provisions, and shall not be less than the undisputed estimate of loss or damage between the Insured and the Company.

30. ASSIGNED ADJUSTER

It is agreed that at the Insured's option, the Company will use GAB Robins Camp Hill, PA for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

31. APPRAISAL

If the Insured and this Company fail to agree on the amount of the loss, each, upon written demand of either the Insured or this Company made within 60 days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the Insured or of this Company, such umpire shall be selected by a judge of a court of record in the jurisdiction in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss and shall be paid by the Company within 30 days thereafter. The Insured and this Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

32. PAIR OR SET

Except as provided under the Machinery clause and paragraph (3) of the Consequential Loss clause, in the event of loss or damage insured against to any article or articles not being merchandise which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.

33. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall reasonably cooperate with this Company, and, at this Company's reasonable request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses and in conducting suits.

34. SUE AND LABOR

In case of actual or imminent loss or damage covered by this policy except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor and travel for, in and about the defense, the safeguard, and the recovery of property or any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. Subject to the applicable deductible or the deductible that would apply had the loss happened, this Company shall pay the expenses so incurred.

This coverage does not apply to any act, loss or damage excluded in Clause 11.H.(6) nor does it cover any expenses incurred for actions to defend, safeguard, preserve or recover insured property from actual or imminent physical loss or damage covered by Terrorism coverage as provided in Clause 9.S.

35. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proofs of loss by this Company or its appointed representative.

36. CURRENCY

A. Loss, if any, is to be paid in the same currency in which the premium is paid.

B. (1) In the event of a property damage loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date(s) of expenditure.

If property damaged or destroyed is not repaired, rebuilt or replaced, conversion into the currency of the United States of America shall be at the New York foreign exchange selling rate published in The Wall Street Journal as of the date of loss.

(2) In the event of a business interruption, extra expense, rental value, royalties and/or expediting expense loss adjustment involving local currency, conversion into the currency of the United States of America shall be at the average New York foreign exchange selling rate published in The Wall Street Journal in effect during each 30 day period (or part thereof) commencing on the date the loss occurs.

C. Local Currency shall be defined as the currency of the country where loss occurs. This definition shall also include a local currency equivalent.

37. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits as noted in Clause 4, no loss hereunder shall reduce the amount of this policy.

38. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy and legal action is started within 24 months after inception of the loss.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder or in the event of any other dispute relating to this policy, this policy will be governed by the jurisdiction of any court of competent jurisdiction within the United States (or Canada) and will comply with all of the requirements necessary to give such court jurisdiction and all matters hereunder shall be determined in accordance with the law and practice of such court, not including the court's law regarding choice of law.

39. CERTIFICATES OF INSURANCE

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

The Company hereby authorizes Marsh Inc. to issue certificates of insurance including any Mortgagee, Loss Payee and, as authorized by the Company, Additional Insured.

40. CANCELLATION

A. This policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at American Water Works, 1025 Laurel Oak Road - Voorhees - NJ 08043 to the attention of the Risk Management department and to the additional named insureds/loss payees indicated on the certificates of insurance issued during the term of this policy, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

D. In the event of non-payment of premium this policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective.

41. VALUES

The values on the schedule of property declared to the Company at the inception of the policy are for premium purposes only and shall not limit the coverages provided by this policy.

42. TITLES OF PARAGRAPHS

The titles of paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

43. CONFORMANCE

The terms of this policy which are in conflict with the applicable statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes, unless the statutes narrow or limit the coverage afforded by this policy and do not bar a policy from providing broader coverage.

44. GEOGRAPHIC TERRORISM PROVISIONS

A. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this policy for any insured loss or damage from acts of terrorism, as covered under this policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Insurance Risk Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

45. ASSIGNMENT

Assignment of this policy shall not be valid except with the written consent of this Company.

46. MISREPRESENTATION AND FRAUD

This entire policy will be void if, whether before or after a loss, an Insured has:

A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. made any attempt to defraud the Company;

C. made any false swearing.

47. EXCESS CLAUSE (DROP DOWN AND PRIORITY OF PAYMENTS)

A. Coverage hereunder shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds $_25,000 plus the applicable portion of the primary policy deductible and any waiting period attributable to the perils and/or property and/or coverages insured hereunder.

The amount of the applicable portion of the primary policy deductible referred to above shall be determined by the proportion that the amount of loss attributable to the perils and/or property and/or coverages insured against under this policy (without application of the excess provision) bears to the total amount of loss multiplied by the amount of the applicable primary deductibles.

In the event that the total amount of loss, damage, or expense attributable to the perils and/or property and/or coverage insured under the underlying insurance exceeds that amount at which this policy would normally attach, but due to the application of sublimits in the underlying policy(ies), the total loss, damage and expense payable by the underlying policy(ies) does not fully exhaust the underlying policy(ies) limit, then this policy shall drop down and be liable for the loss as covered under this policy in excess of the amount paid by the underlying policy(ies).

As respects theft, the term Occurrence as referred to elsewhere within the policy means the sum total of all losses of covered property resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this policy.

B. In determining the amount of any loss, damage, or expense for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the primary policy, shall be used even though all such perils or coverages are not insured against under this excess policy.

(1) Any recoveries made under the primary policy shall be considered as first applying to those perils and/or property and/or coverages not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributable to the primary policy as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

(2) If there is any other excess insurance covering the perils and/or property and/or coverages insured against in the primary policy, but not covered by this policy, this insurance shall then allocate any loss recoveries made under the primary policy in the same proportion as the amount of loss involving the property and/or coverages insured against by this policy bears to the combined total loss. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils and/or property and/or coverages covered hereunder subject to the limit of this policy.

(3) Paragraph two shall not apply, however, when the amount of loss attributed to the perils insured under the primary policy, but not covered under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said perils. In this situation any recoveries made under the primary policy shall first apply to those perils not insured against by this policy. Upon exhaustion of the primary policy limits, this policy shall drop down and be liable for the loss in excess of the amount attributed to the primary policy as respects those perils covered hereunder subject to the limit of this policy.

(4) In the event the Insured is a contributing or self-insurer with respect to the perils and/or property and/or coverages otherwise insured in any underlying insurance and no policy is issued to define the extent of this contributing or self insurance, for the purposes of this Excess Clause, the Insured's contributing or self-insurance shall be deemed to be the same as either: (a) all other contributing insurance participating in the Insured's layer(s); or (b) all other contributing insurance participating in the layer below the Insured's layer where the Insured is entirely self insuring the layer. If the coverage provided by the policy(s) of the other contributing insurance company(s) is non-concurrent, then the contributing or self insurance provided by the Insured within the layer in question shall be deemed to be the same as the coverage provided by that contributing insurance company whose policy provides the least indemnity for the loss.

C. In the event the annual aggregate limits provided for flood and/or earthquake in any underlying insurance are diminished or exhausted in any one policy year, the coverage provided under this policy shall respond as excess of the remaining limits.

In such event, the applicable amount of the deductible provision of the primary policy shall apply to the combination of all policies.

Where applicable relative to contributing insurance policy(s) described in either subparagraphs B(4)(a) or B(4)(b) above, in the event the Insured is providing contributing or self-insurance in any of the layer(s) of insurance, and such other contributing insurance policies contain aggregate limits of liability, the Insured's contributing or self insurance for those coverages shall be deemed to be aggregated also.

48. FULL WAIVER

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the latter being waived unless otherwise specified herein.

49. POLICY DOCUMENTATION

It is understood and agreed that faxed or electronically transmitted "PDF" documents will be deemed original documentation for the program.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

APPENDIX - A - NEW MADRID SEISMIC ZONE

Property in:

Arkansas: Counties of Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff

Illinois: Counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson

Indiana: Counties of Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick

Kentucky: Counties of Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster

Mississippi: Counties of Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo

Missouri: Counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne

Tennessee: Counties of Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

APPENDIX - B - PACIFIC NORTHWEST SEISMIC ZONE

Property in:

Oregon state counties Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington and Yamhill

Washington state counties Cowlitz, Clallam, Clark, Grays Harbor, Jefferson, Island, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom

Vancouver, British Columbia and the following suburbs of British Columbia:
Abbotsford, Burnaby, Coquitlam, Delta, Langley, Maple Ridge, Mission, New Westminster, Pitt Meadows, North Vancouver, Port Coquitlam, Port Moody, Richmond, Surrey and West Vancouver

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

APPENDIX - C - WINDSTORM TIER 1 COUNTIES

Alabama: Baldwin, Mobile;

Florida: Entire State of Florida;

Hawaii: Entire Stale of Hawaii

Georgia: Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;

Louisiana: Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;

Mississippi Hancock, Harrison, Jackson;

North Carolina: Beaufort, Brunswick, Cartcrei, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;

Puerto Rico: Entire State of Puerto Rico

South Carolina: Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;

Texas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (including the whole city of Houston), Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, SanPatricio,Victoria, Willacy;

Virginia: Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport, News, Norfolk, Northampton, Northumberland, Suffold, Surry, Virginia Beach, Westmoreland, York

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 1

MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

(a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

(b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

(c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 2

PROPERTY DATA CORRUPTION

This policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,

2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,

3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 3

PROPERTY Y2K MILLENNIUM ENDORSEMENT

It is agreed and understood that this policy is hereby amended as follows:

A. The insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure o f any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date:
2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or
3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 4

WATER DAMAGE EXCLUSION - INTERIOR OF BUILDING

In consideration of the premium charged, it is agreed that, notwithstanding any provisions to the contrary in the policy to which this Endorsement is attached, the coverage afforded by the policy is restricted as follows:

The Company shall not be liable for any loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation unless the exterior of such building or structure, including but not limited to the roof and outside walls, is complete, and then only if said exterior of the building first sustains physical damage by a covered loss through which the rain, snow, sleet, or ice enters.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 5

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:01 A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 6

POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

1. Pollution and Contamination Exclusion.

   This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release:, discharge, escape or dispersal of **CONTAMINANTS** or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

   Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

   Except if a limit is shown in the policy

   CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

   This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

Asbestos Exclusions

This policy does not cover –

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or de contamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

Except if a limit is shown in the policy

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 7

OCCURRENCE LIMIT OF LIABILITY

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed on to this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined.

   Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the company exceed this limit or amount irrespective of the number of locations involved.

   The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be constructed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

   A. The actual adjusted amount of the loss, less applicable deductible(s).

   B. The limit of liability or amount of insurance shown on the face of this policy or endorsed onto this policy.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 8

STANDARD PROPERTY CONDITIONS

In consideration of the premium charged, the following clauses are hereby made applicable under this policy.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the Insured, a minimum premium equivalent to 25% of the initial policy premum shall become earned, any provision of the policy to the contrary notwithstanding.
Failure of the Insured to make timely payment of premium, shall be considered a request by the Insured for the Company to cancel on the Insurer's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not effect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. Return of any unearned premium will be calculated on a pro-rata basis if this Policy is canceled by request of the Insured or by request of the Company. Return of any unearned premium will be made by the Company as soon as practicable, but within 90 days time counted from the date of cancellation.

STANDARD PROPERTY CONDITIONS

Date Issued: 04/13/07

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of floss at the office of the Company at 200 State Street, Boston, Massachusetts 02109

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

IN WITNESS HEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 9

WAR AND MILITARY ACTION EXCLUSION

We, the Company, will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. War, including undeclared or civil war:

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 10

It is understood and agreed Endorsement No. 5 is hereby deleted and replaced with the following:

NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOACTIVE MATERIALS (NBCR) TERRORIST ACTIVITY EXCLUSION (FEDERAL LAW EXCEPTION)

I. With respect to this policy and any endorsements thereto, the following exclusion is added and supersedes any provision to the contrary:

This insurance does not apply to:

All loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, any "NBCR Terrorist Activity," as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, damage, cost or expense.
For the purposes of this exclusion,

A. "NBCR Terrorist Activity" shall mean any deliberate, unlawful act that:

1. includes, involves, or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon except where the Insured can demonstrate to the Company, that such activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:

(a) promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective;

(b) influence, disrupt or interfere with any government related operations, activities or policies;

(c) intimidate, coerce or frighten the general public or any segment of the general public; or

(d) disrupt or interfere with a national economy or any segment of a national economy; or

2. includes, involves, or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon that is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism.

II. However, in consideration of the additional premium paid, the exclusion in Section I. above does not apply to the extent that the loss is an "insured loss" under the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005 (The Act).

A. Section 102(5) of the Act defines such loss as follows:

"Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:

1. occurs within the United States; or

2. occurs to an air carrier(as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.

B. Section 102(1) of the Act defines an "act of terrorism" for the purposes of the Act as follows:

"Act of terrorism" means any act that is certified by the Secretary, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;

2. to be a violent act or an act that is dangerous to:

   a. human life;

   b. property; or

   c. infrastructure;

3. to have resulted in damage within the United States, or outside of the United States in the case of:

   a. an aircarrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or

   b. the premises of a United States mission; and

4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Section 102 (1)(B) states "no act shall be certified by the Secretary as an act of terrorism if:

1. the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or

2. property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000.

C. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.

D. Neither the Company nor the federal government will be liable for payment for any portion of all insurers' aggregate losses under the Act that exceeds $100 billion during the time period specified in the Act.

E. Coverage provided under this Section II:

1. is subject to all of the provisions of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005; and

2. is part of and not in addition to the applicable Limits of Insurance or Liability of this policy.

III. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorist exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by a Nuclear Hazard Exclusion or a War Exclusion.

All other terms and conditions remain unchanged.

Princeton E&S
The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 04/13/07

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED **American Water Works Company, Inc.**

Policy No. 58-A3-XP-0000020-00 Endorsement Effective: 12/31/06 (12:0l A.M.)

Countersignature _____ (Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This Policy is subject to the following

ENDORSEMENT NO. 11

SERVICE OF PROCESS ENDORSEMENT

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of the Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.

Certificate of Facultative Reinsurance

DECLARATION

TYPE:	Property Damage, Time Element and other as more fully set forth in the Policies
ORIGINAL INSURED:	AMERICAN WATER WORKS COMPANY INC, THAMES WATER AQUA US HOLDINGS, INC., AND THEIR AFFILIATED, SUBSIDIARY, AND ASSOCIATED COMPANIES AND/OR CORPORATIONS THROUGH OWNERSHIP OR MANAGEMENT AND THE INSURED'S INTEREST IN PARTNERSHIPS AND JOINT VENTURES AS NOW EXIST OR MAY HEREAFTER BE CONSTITUTED OR ACQUIRED AND ANY PARTY IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE INCLUDING RWE AG AS PARENT.
ORIGINAL INSURER(S) (referred to in this Certificate singly and collectively as "Original Insurer"):	ACE American Insurance Company and other authorized insurers issuing locally admitted insurance policies outside of the United States
REINSURED POLICIES: (Referred to collectively in this Certificate as "Policies")	Master Policy FAZ***** and all locally admitted insurance policies issued in connection with the Global Property program of the Original Insured by authorized insurers at the request of ACE American Insurance Company and as described in Article Q of the General Conditions.
RETROCEDENT (referred to in this Certificate as "Company")	ACE INA Overseas Insurance Company Ltd.
RETROCESSIONAIRE (referred to in this Certificate as "Reinsurer") Name and Address	Lloyds of London (Various syndicates as outlined in the attached endorsement)
SUM REINSURED: A	30 % of $50,000,000 in a single occurrence (refer to Policies' forms for various sublimits and aggregates) which is in turn excess of $50,000,000 in a single occurrence (inclusive of policy deductibles).
TERRITORY:	As defined in each of the Policies
PERIOD REINSURED:	December 31, 2006 – December 31, 2007
ANNUAL NET PREMIUM:	U.S. $1,692
CONDITIONS:	Subject to all terms, provisions, conditions, and limits of liability of the Policies, the Reinsurer does reinsure the Company as set forth in this Declaration and the attached General Conditions.

22/02/07

5000

C227578 R/1 CERT

GENERAL CONDITIONS

In consideration of the payment of the premium, and subject to the terms and conditions of this Certificate of Facultative Reinsurance (the "Certificate") the Reinsurer(s) designated in the Certificate (herein called the "Reinsurer") does hereby reinsure the Company named in the Certificate in respect of the Policies, as follows:

A. **Application of Liability** – The liability of the Reinsurer, as specified in the Certificate, shall follow that of the Company, subject in all respects to all the terms, conditions, and limit(s) of the Policies except as specifically provided in Article J. herein. The Reinsurer agrees to abide by all settlements made by the Company whether under strict policy conditions or by way of compromise, including settlements involving disputed interpretations of policy terms and/or coverage. Notwithstanding the foregoing, the Reinsurer will not be obligated to indemnify the Company for Ex-Gratia payments. The intent of this Agreement is that the Reinsurer agrees to follow the settlements of the Company in all respects as if being a party to the Policies except as noted herein. The Reinsurer's Certificate period and scope of coverage shall be concurrent with the policy period and scope of coverage as specified in each Policy. Upon Reinsurer's request, the Company shall furnish the Reinsurer with a copy of any or all of the Policies and all endorsements thereto.

B. **Definition of Occurrence** – The term "occurrence" as used herein shall have the same meaning as said term in the Policies, or whatever other term is used in the Policies to denote a single, as opposed to aggregate, loss.

C. **Cooperation of the Company** – The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of reinsurance or claims in connection therewith. The Reinsurer's right to inspect premium books and premium records will terminate five years after termination of this Certificate.

D. **No Third Party Benefits** – In no event shall anyone other than the Company or in the event of the Company's insolvency, its receiver, liquidator, or statutory successor, have any rights under this Certificate.

E. **Notice of Loss or Claim** – The Company shall give prompt written notice to the Reinsurer (1) of any occurrence or claim which in the Company's estimation might result in a judgment in an amount sufficient to involve this Certificate; and (2) all material developments pertaining to any occurrence or claim, notice of which was provided hereunder.

F. **Defense of Claims or Suits** – The Company shall investigate and defend all claims involving the reinsurance provided by this Certificate. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the

Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance with full cooperation of the Company.

G. **Loss Payable** -- The Reinsurer shall indemnify the Company for all losses paid or advanced by the Company in accordance with this Certificate, including interim payments. The Reinsurer shall pay to the Company the Reinsurer's proportion of losses within seven (7) business days of receipt of a proof of loss or within twenty-four (24) hours of our payment of all or part of a loss, whichever is later.

In addition to the Sum Reinsured as set forth herein, the Reinsurer shall pay its proportion of allocated loss expenses incurred by the Company in the same ratio that the Reinsurer's share of the loss payment bears to the total amount of the Company's loss payment under the Policies reinsured. The term "allocated loss expense" means all expenses incurred in the investigation, appraisal, adjustment, defense and settlement of claims or suits, including expenses of determining coverage under the Policies (including declaratory judgment actions brought to determine the Company's obligations) and including the fees and expenses of the Company's staff adjusters allocated to a specific claim under the Policies but excluding other Company salaries and office expenses.

In the event that the Reinsurer fails to indemnify the Company for any losses paid or advanced by the Company within the time frames set forth in this Article G, interest as set forth herein shall be payable for the entire overdue period on all sums due from the Reinsurer. Overdue amounts shall bear simple interest from the overdue date at a rate determined by the 26-week United States Treasury bill rate for the first business day of the calendar month in which the amount becomes overdue, as published in the Wall Street Journal, plus 1% per annum, to be calculated weekly.

H. **Salvage and Subrogation** – The Reinsurer will be paid or credited by the Company with its proportionate share of salvage or subrogation, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If no recovery is made, the expenses associated with the recovery effort shall be allocated in proportion to the respective parties' share of the loss. If the reinsurance afforded by this Certificate is on an excess of loss basis, salvage or subrogation shall be applied in the inverse order in which liability attaches.

I. **Taxes** – The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate.

J. **Insolvency** – The reinsurance provided by this Certificate shall be payable by the Reinsurer directly to the Company or to its liquidator, receiver or statutory successor on the basis of the liability of the Company under the Policies without diminution because of the insolvency of the Company. In the event of the

insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give written notice of the pendency of each claim against the Company on the Policies within a reasonable time after such claim is filed in the insolvency proceedings; and during the pendency of such claim the Reinsurer may investigate such claim and interpose at its own expense in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem available to the Company, its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent company as part of the expense of liquidation to the extent of such proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

As to all reinsurance made, ceded, renewed or otherwise becoming effective under this Certificate, the reinsurance shall be payable as set forth above by the Reinsurer to the Company or to its liquidator, receiver, conservator, or statutory successor, except: (1) where this Certificate specifically provides another payee in the event of this insolvency of the Company, or (2) where the Reinsurer, with the consent of the direct insured or insureds has assumed such policy obligations of the Company as direct obligations of the Reinsurer to the payees under such policy and in substitution for the obligations of the Company to such payees. Then, and in that event only, the Company with the prior approval of the certificate of assumption on New York risks by the Superintendent of Insurance of the State of New York, is entirely released from its obligation and the Reinsurer pays any loss directly to payees under such policy.

Should any party hereto be placed in rehabilitation or liquidation or should a rehabilitator, liquidator, receiver, conservator or other person or entity of similar capacity be appointed as respects such party, all amounts due any of the parties hereto whether by reason of premiums, losses or otherwise under this Certificate or any other contract(s) of reinsurance heretofore or hereafter entered into between the parties (whether or not any such contract(s) be assumed or ceded) shall at all times be subject to the right of offset at any time and from time to time, and upon the exercise of same, only the net balance shall be due and payable to the extent such statute or any other applicable law, statute or regulation governing such offset shall apply.

K. **Cancellation** – This Certificate may be cancelled by the Company by giving thirty (30) days notice in writing by Registered Mail or Certified Mail with Return Receipt Requested to the Reinsurer. This Certificate may be cancelled by the Reinsurer only if the Company is permitted to cancel the Policies, as of the effective date of the Reinsurer's attempted cancellation, under applicable law. If the Reinsurer may cancel this Certificate pursuant to the previous sentence, the Reinsurer shall do so by giving thirty (30) days notice in writing by Registered Mail or Certified Mail with Return Receipt Requested in addition to the required notice period under the Policies. If cancelled by the Reinsurer, adjustment of premium shall be on the pro rata basis. If cancelled by the Company, with simultaneous cancellation of the Policies, adjustment premium shall be on the

short rate basis. However, if the Policies are cancelled, that shall constitute simultaneous cancellation of this Certificate and calculation of the reinsurance premium hereunder shall follow the Company's calculation in the use of the short rate or pro rata tables.

L. **Complete Agreement** - This Certificate, and any endorsement attached hereto, constitutes the complete agreement of the Company and the Reinsurer concerning the subject matter hereof, and supersedes all negotiations, understandings and agreements by and between the Company and the Reinsurer regarding the subject matter hereof, whether oral or written. No prior proposal, program specification, stipulation, agreement, or arrangement of the Reinsurer or the Company, or their respective employees or agents, or subsequent amendment of this Certificate, shall be valid or enforceable except by endorsement issued to form a part hereof, executed by duly authorized representatives of the Reinsurer and the Company.

M. **Arbitration** – Any difference of opinion between the Reinsurer and the Company with respect to the interpretation of this Certificate, performance of the obligations under the Certificate, as well as the formation and/or validity thereof, shall be submitted to arbitration. Either party may request arbitration in writing sent to the other party by certified or registered mail, return receipt requested. Each party shall select an arbitrator within thirty (30) days after written request for arbitration has been received from the party requesting arbitration. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator. These two arbitrators shall select a third arbitrator within ten (10) days after both have been appointed. Should the arbitrators fail to agree on a third arbitrator within thirty (30) days of their appointment, the arbitrators may, upon mutual agreement, implement that ARIAS-US Umpire Appointment Procedure to select the third arbitrator. Alternatively, each arbitrator shall select one name from a list of three names submitted by the other arbitrator and the third arbitrator shall be selected by lot between the two names chosen. All arbitrators shall be disinterested active or former officers of other insurance or reinsurance companies or Underwriters at Lloyd's of London. Within thirty (30) days after appointment of all arbitrators, the panel will meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel will be relieved of all judicial formality and will not be bound by rules of procedure and evidence. The panel shall interpret this Certificate as an honorable engagement rather than as merely a legal obligation and shall make its decision considering the custom and practice of the applicable insurance and reinsurance business within forty-five (45) days following the termination of the hearings. Unless the panel agrees otherwise, arbitration shall take place in Philadelphia, Pennsylvania, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the panel looks to substantive law, it will consider the law of the State of New York without regard for choice of law or conflict of laws principles. The decision of the majority of arbitrators when rendered in writing shall be final and

binding on the parties. The panel is empowered to grant interim relief as it may deem appropriate.

Each party will bear the costs of its own arbitrator and will bear, jointly and equally with the other party, the costs of the third arbitrator. The panel will allocate the remaining costs of the arbitration. The panel may, at its discretion, award such further costs, attorneys' fees and expenses as it considers appropriate, except that the panel shall award interest to the Company as provided in Article G to the extent that the Company is granted recovery of Sums Reinsured not timely paid by the Reinsurer in accordance with this Certificate.

If more than one Reinsurer is involved in the same dispute, all Reinsurers involved in the dispute will constitute and act as one party for purposes of this Article M, and the Company will communicate with each of the Reinsurers constituting that one party; provided, however, that nothing herein will either impair the rights of any such Reinsurer to assert several rather than joint defenses or claims, or be construed as changing the liability of the Reinsurers under a certificate of reinsurance from several to joint. If more than one Reinsurer is a respondent in any arbitration hereunder, the time for appointing the second arbitrator will be extended to six weeks.

The provisions of this Article shall survive the termination of this Certificate.

N. **Letter of Credit Agreement** – If the Reinsurer does not qualify for full credit with any insurance regulatory authority having jurisdiction over the Company's reserves, the Reinsurer shall post collateral in an amount that, at a minimum, will enable the Company to obtain complete statutory credit for all current or future reinsurance recoverables from the Reinsurer, in the amount that would be required by such regulatory authorities. The collateral amount shall also always be large enough to reflect the Reinsurer's share of reserves for loss and loss adjustment expenses, unearned premiums and loss payments paid by the Company yet unrecovered from the Reinsurer.

The Reinsurer shall, at the request of the Company, fund its share of the collateral by Letter of Credit, cash advance, or escrow account for the benefit of the Company, or any combination thereof.

If such funding is by Letter of Credit, it is agreed that such Letter of Credit will be a clean, irrevocable and unconditional Letter of Credit, issued in a form acceptable to the Company and to such insurance regulatory authorities by a financial institution meeting the NAIC Securities Valuation Office credit standards for issuers of Letters of Credit. If the financial institution that issues the Letter of Credit becomes insolvent, goes into receivership, becomes unacceptable to the Company, or to such insurance regulatory authorities or falls below the standards of the NAIC Securities Valuation Office credit standards for issuers of Letters of Credit, the Letter of Credit shall be re-issued in an amount, form and

from a financial institution that complies with the requirements as set out in this Certificate.

The Letter of Credit shall be issued for a term of at least one (1) year and include an "Evergreen Clause" automatically extending the term for at least one (1) additional year at each expiration date, unless written notice of non-renewal is given to the Company not less than sixty (60) days prior to said expiration date.

Unless all amounts due by the Reinsurer under this Certificate have been paid in cash to the Company, the Letter of Credit (or any other collateral) may be drawn upon by the Company in whole or in part, for the protection of the Company. The Company may draw upon the Letter of Credit or other collateral if such Letter of Credit is under notice of non-renewal and has not been replaced by the Reinsurer ten (10) days prior to its expiration. Any amounts drawn from the Letter of Credit in excess of the Reinsurer's ultimate liability shall be refunded to the Reinsurer upon determination of the Reinsurer's ultimate liability.

It is agreed that the financial institution issuing such Letter of Credit shall have no responsibilities in connection with the propriety of withdrawals made by the Company or the disposition of funds withdrawn, except to ascertain that withdrawals are made only upon the order of properly authorized representatives of the Company.

O. **Non-Waiver** – The Company's failure to, or delay in, exercising any rights under this Certificate or under the Letter of Credit shall not constitute a waiver of those rights.

P. **Material Change** – The Company agrees to obtain the prior written approval of the Reinsurer of any material change affecting the Policies.

Q. **Reinsurance Structure** – ACE American Insurance Company issues a Master Policy and directs other authorized insurers outside of the United States to issue locally admitted policies, which shall be issued to a good local standard, including terms and conditions required by law or regulation and subject to prevailing local market conditions. Notwithstanding any provision in this Certificate or in any master policy issued in connection with the global property program of the Original Insured, any loss required by applicable law, court order or regulation in any jurisdiction to be covered (or prohibited to be excluded) under any policy providing property insurance shall be reinsured hereunder. The Reinsurer shall follow the forms issued and shall be bound by all loss settlements made by an Original Insurer ,under any of the Policies.

R. **Service of Suit** – It is agreed that in the event of the failure of the Reinsurer hereon to perform its obligations hereunder, the Reinsurer, at the request of the Company, will submit to the jurisdiction of either the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County, and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Article constitutes or should be

understood to constitute a waiver of Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process on the Reinsurer in such suit may be made upon Mendes and Mount, 725 South Figueroa Street, Los Angeles, California 90017/Mendes and Mount, 750 Seventh Avenue, New York, New York 10019-6829, and that in any suit instituted against any one of them upon this Agreement, Reinsurer shall abide by the final decision of such Court or of any Appellate court in the event of an appeal.

The Reinsurer hereby authorizes Mendes and Mount to accept service of process on behalf of Reinsurer in any such suit and/or upon the request of the Company to give a written undertaking to the Company that they will enter a general appearance upon Reinsurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States, which makes provision therefor, the Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Certificate, and hereby designates Mendes and Mount as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Article is not intended to conflict with or override the parties' obligation to resolve their disputes in accordance with the Arbitration Article in this Certificate.

S. **Governing Law** – Subject to the provisions of the Arbitration Article, this Certificate shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to conflict of law or choice of law principles.

T. **Counterparts** – This Certificate and any Endorsements hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. This Certificate may be executed and delivered by fax and any fax counterpart signature pages shall constitute an original.

V. **Confidentiality** - It is understood and agreed, that materials contained in this Certificate, information obtained through any audits, and/or any claims information between the Company and the Reinsurer, contain confidential, proprietary information of the Company. These statements and representations, either written or oral, are intended for the sole use of the parties to this Certificate (or their retrocessionaires, or auditors, or legal counsel, as may be necessary) in analyzing and/or accepting a participation in, and

handling claims under, this Agreement. Copying, duplicating, disclosing or using this information for any purpose beyond these expressed purposes is expressly forbidden without the prior consent of the Company.

The Reinsurer agrees that should a third party demand pursuant to subpoena, summons, search warrant, court or governmental order, that the Reinsurer disclose such information, the Reinsurer will notify the Company immediately upon receipt of the demand and prior to disclosure of the information. If such notice is provided, the Reinsurers may disclose the information as necessary to satisfy such a demand without breaching the provisions of this Agreement. If the Company objects to the release of the information, the Reinsurer will cooperate with the Company in its efforts to resist release of the information, and the Company will bear the cost of efforts to protect the information.

IN WITNESS WHEREOF, the Reinsurer, by its duly authorized representative, has executed this Certificate of Facultative Reinsurance as set forth below.

[INSERT REINSURER]

By: St Paul Travelers SPL 5000

Name: C. H. Carter

Title: Underwriter

Date: 27/2/07

MARSH LTD GLOBAL MARKETS	509 CTB	CURRENCY INSD	GROSS PREMIUM IN ALL	MARINE WAR
UMR: B0509DP558606	ENDORSEMENT REF. 9	TOTAL		
AMERICAN WATER WORKS COMPANY INC	V.A.T.	T.O.C. TRIBUNAL	LLOYDS	
GENERAL UNDERWRITERS AGREEMENT (GUA) Each Underwriters ' proportion is several not joint	DEF.	ADJ.	ILU	
			LIRMA	
SLIP LEADER ONLY / LEADER AND AGREEMENT PARTIES / ALL UNDERWRITERS	SETT. DUE DATE		OTHER COMPANIES	

It is hereby noted and agreed that effective inception being 31 December 2006 at 12:01am Standard Time at the location of the property involved, the following amendment is made to the SUBSCRIPTION AGREEMENT:-

The **Slip Leader** in respect of all sections is amended to SPL 5000

27/2/07

All other terms and conditions remain unchanged
Norwich 27 February 2007 KB

INITIAL			27/2/07		27/2/07		
SYND./COY					CL27578AA005 CL27578AA006		

L.P.S.O. NUMBER AND DATE	I.L.U. NUMBER AND DATE
	L.I.R.M.A. NUMBER AND DATE
PLANNED SETTLEMENT DATE	

Certificate of Facultative Reinsurance

TYPE:	Property Damage, Time Element and other as more fully set forth in the Policies
ORIGINAL INSURED:	American Water Works Company Inc
ORIGINAL INSURER(S) (referred to in this Certificate singly and collectively as "Original Insurer"):	ACE American Insurance Company and other authorized insurers issuing locally admitted insurance policies outside of the United States
REINSURED POLICIES: (Referred to collectively in this Certificate as "Policies")	Master Policy – **to be advised** - and all locally admitted insurance policies issued in connection with the Global Property program of the Original Insured by authorized insurers at the request of ACE American Insurance Company and as described in Article Q of the General Conditions.
RETROCEDENT (referred to in this Certificate as "Company")	ACE INA Overseas Insurance Company Ltd.
RETROCESSIONAIRE (referred to in this Certificate as "Reinsurer") Name and Address	Munich Reinsurance America Inc :Princeton, NJ 08543 Certificate #9407925
SUM REINSURED: A	20% of $50,000,000 in a single occurrence (refer to Policies' forms for various sublimits and aggregates) which is in turn excess of $50,000,000 in a single occurrence (inclusive of policy deductibles). Once the $50,000,000 aggregate retention is eroded, this layer drops down excess of the policy deductibles.
TERRITORY:	Canada
PERIOD REINSURED:	December 31, 2006 to December 31, 2007
ANNUAL NET PREMIUM:	U.S. to be advised
CONDITIONS:	Subject to all terms, provisions, conditions, and limits of liability of the Policies, the Reinsurer does reinsure the Company as set forth in this Declaration and the attached General Conditions.

GENERAL CONDITIONS

In consideration of the payment of the premium, and subject to the terms and conditions of this Certificate of Facultative Reinsurance (the "Certificate") the Reinsurer(s) designated in the Certificate (herein called the "Reinsurer") does hereby reinsure the Company named in the Certificate in respect of the Policies, as follows:

Certificate of Facultative Reinsurance

A. **Application of Liability** – The liability of the Reinsurer, as specified in the Certificate, shall follow that of the Company, subject in all respects to all the terms, conditions, and limit(s) of the Policies except as specifically provided in Article J. herein. The Reinsurer agrees to abide by all settlements made by the Company whether under strict policy conditions or by way of compromise, including settlements involving disputed interpretations of policy terms and/or coverage. Notwithstanding the foregoing, the Reinsurer will not be obligated to indemnify the Company for Ex-Gratia payments. The intent of this Agreement is that the Reinsurer agrees to follow the settlements of the Company in all respects as if being a party to the Policies except as noted herein. The Reinsurer's Certificate period and scope of coverage shall be concurrent with the policy period and scope of coverage as specified in each Policy. Upon Reinsurer's request, the Company shall furnish the Reinsurer with a copy of any or all of the Policies and all endorsements thereto.

B. **Definition of Occurrence** – The term "occurrence" as used herein shall have the same meaning as said term in the Policies, or whatever other term is used in the Policies to denote a single, as opposed to aggregate, loss.

C. **Cooperation of the Company** – The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of reinsurance or claims in connection therewith. The Reinsurer's right to inspect premium books and premium records will terminate five years after termination of this Certificate.

D. **No Third Party Benefits** – In no event shall anyone other than the Company or in the event of the Company's insolvency, its receiver, liquidator, or statutory successor, have any rights under this Certificate.

E. **Notice of Loss or Claim** – The Company shall give prompt written notice to the Reinsurer (1) of any occurrence or claim which in the Company's estimation might result in a judgment in an amount sufficient to involve this Certificate; and (2) all material developments pertaining to any occurrence or claim, notice of which was provided hereunder.

F. **Defense of Claims or Suits** – The Company shall investigate and defend all claims involving the reinsurance provided by this Certificate. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance with full cooperation of the Company.

G. **Loss Payable** – The Reinsurer shall indemnify the Company for all losses paid or advanced by the Company in accordance with this Certificate, including interim

payments. The Reinsurer shall pay to the Company the Reinsurer's proportion of losses within seven (7) business days of receipt of a proof of loss or within twenty-four (24) hours of our payment of all or part of a loss, whichever is later.

In addition to the Sum Reinsured as set forth herein, the Reinsurer shall pay its proportion of allocated loss expenses incurred by the Company in the same ratio that the Reinsurer's share of the loss payment bears to the total amount of the Company's loss payment under the Policies reinsured. The term "allocated loss expense" means all expenses incurred in the investigation, appraisal, adjustment, defense and settlement of claims or suits, including expenses of determining coverage under the Policies (including declaratory judgment actions brought to determine the Company's obligations) and including the fees and expenses of the Company's staff adjusters allocated to a specific claim under the Policies but excluding other Company salaries and office expenses.

In the event that the Reinsurer fails to indemnify the Company for any losses paid or advanced by the Company within the time frames set forth in this Article G, interest as set forth herein shall be payable for the entire overdue period on all sums due from the Reinsurer. Overdue amounts shall bear simple interest from the overdue date at a rate determined by the 26-week United States Treasury bill rate for the first business day of the calendar month in which the amount becomes overdue, as published in the Wall Street Journal, plus 1% per annum, to be calculated weekly.

H. **Salvage and Subrogation** – The Reinsurer will be paid or credited by the Company with its proportionate share of salvage or subrogation, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If no recovery is made, the expenses associated with the recovery effort shall be allocated in proportion to the respective parties' share of the loss. If the reinsurance afforded by this Certificate is on an excess of loss basis, salvage or subrogation shall be applied in the inverse order in which liability attaches.

I. **Taxes** – The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate.

J. **Insolvency** – The reinsurance provided by this Certificate shall be payable by the Reinsurer directly to the Company or to its liquidator, receiver or statutory successor on the basis of the liability of the Company under the Policies without diminution because of the insolvency of the Company. In the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give written notice of the pendency of each claim against the Company on the Policies within a reasonable time after such claim is filed in the insolvency proceedings; and during the pendency of such claim the Reinsurer may investigate such claim and interpose at its own expense in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem

available to the Company, its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent company as part of the expense of liquidation to the extent of such proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

As to all reinsurance made, ceded, renewed or otherwise becoming effective under this Certificate, the reinsurance shall be payable as set forth above by the Reinsurer to the Company or to its liquidator, receiver, conservator, or statutory successor, except: (1) where this Certificate specifically provides another payee in the event of this insolvency of the Company, or (2) where the Reinsurer, with the consent of the direct insured or insureds has assumed such policy obligations of the Company as direct obligations of the Reinsurer to the payees under such policy and in substitution for the obligations of the Company to such payees. Then, and in that event only, the Company with the prior approval of the certificate of assumption on New York risks by the Superintendent of Insurance of the State of New York, is entirely released from its obligation and the Reinsurer pays any loss directly to payees under such policy.

Should any party hereto be placed in rehabilitation or liquidation or should a rehabilitator, liquidator, receiver, conservator or other person or entity of similar capacity be appointed as respects such party, all amounts due any of the parties hereto whether by reason of premiums, losses or otherwise under this Certificate or any other contract(s) of reinsurance heretofore or hereafter entered into between the parties (whether or not any such contract(s) be assumed or ceded) shall at all times be subject to the right of offset at any time and from time to time, and upon the exercise of same, only the net balance shall be due and payable to the extent such statute or any other applicable law, statute or regulation governing such offset shall apply.

K. **Cancellation** – This Certificate may be cancelled by the Company by giving thirty (30) days notice in writing by Registered Mail or Certified Mail with Return Receipt Requested to the Reinsurer. This Certificate may be cancelled by the Reinsurer only if the Company is permitted to cancel the Policies, as of the effective date of the Reinsurer's attempted cancellation, under applicable law. If the Reinsurer may cancel this Certificate pursuant to the previous sentence, the Reinsurer shall do so by giving thirty (30) days notice in writing by Registered Mail or Certified Mail with Return Receipt Requested in addition to the required notice period under the Policies. If cancelled by the Reinsurer, adjustment of premium shall be on the pro rata basis. If cancelled by the Company, with simultaneous cancellation of the Policies, adjustment premium shall be on the short rate basis. However, if the Policies are cancelled, that shall constitute simultaneous cancellation of this Certificate and calculation of the reinsurance premium hereunder shall follow the Company's calculation in the use of the short rate or pro rata tables.

L. **Complete Agreement** - This Certificate, and any endorsement attached hereto, constitutes the complete agreement of the Company and the Reinsurer concerning the subject matter hereof, and supersedes all negotiations, understandings and agreements by and between the Company and the Reinsurer regarding the subject matter hereof, whether oral or written. No prior proposal, program specification, stipulation, agreement, or arrangement of the Reinsurer or the Company, or their respective employees or agents, or subsequent amendment of this Certificate, shall be valid or enforceable except by endorsement issued to form a part hereof, executed by duly authorized representatives of the Reinsurer and the Company.

M. **Arbitration** – Any difference of opinion between the Reinsurer and the Company with respect to the interpretation of this Certificate, performance of the obligations under the Certificate, as well as the formation and/or validity thereof, shall be submitted to arbitration. Either party may request arbitration in writing sent to the other party by certified or registered mail, return receipt requested. Each party shall select an arbitrator within thirty (30) days after written request for arbitration has been received from the party requesting arbitration. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator. These two arbitrators shall select a third arbitrator within ten (10) days after both have been appointed. Should the arbitrators fail to agree on a third arbitrator within thirty (30) days of their appointment, the arbitrators may, upon mutual agreement, implement that ARIAS-US Umpire Appointment Procedure to select the third arbitrator. Alternatively, each arbitrator shall select one name from a list of three names submitted by the other arbitrator and the third arbitrator shall be selected by lot between the two names chosen. All arbitrators shall be disinterested active or former officers of other insurance or reinsurance companies or Underwriters at Lloyd's of London. Within thirty (30) days after appointment of all arbitrators, the panel will meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel will be relieved of all judicial formality and will not be bound by rules of procedure and evidence. The panel shall interpret this Certificate as an honorable engagement rather than as merely a legal obligation and shall make its decision considering the custom and practice of the applicable insurance and reinsurance business within forty-five (45) days following the termination of the hearings. Unless the panel agrees otherwise, arbitration shall take place in Philadelphia, Pennsylvania, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the panel looks to substantive law, it will consider the law of the State of New York without regard for choice of law or conflict of laws principles. The decision of the majority of arbitrators when rendered in writing shall be final and binding on the parties. The panel is empowered to grant interim relief as it may deem appropriate.

Each party will bear the costs of its own arbitrator and will bear, jointly and equally with the other party, the costs of the third arbitrator. The panel will allocate the remaining costs of the arbitration. The panel may, at its discretion,

award such further costs, attorneys' fees and expenses as it considers appropriate, except that the panel shall award interest to the Company as provided in Article G to the extent that the Company is granted recovery of Sums Reinsured not timely paid by the Reinsurer in accordance with this Certificate.

If more than one Reinsurer is involved in the same dispute, all Reinsurers involved in the dispute will constitute and act as one party for purposes of this Article M, and the Company will communicate with each of the Reinsurers constituting that one party; provided, however, that nothing herein will either impair the rights of any such Reinsurer to assert several rather than joint defenses or claims, or be construed as changing the liability of the Reinsurers under a certificate of reinsurance from several to joint. If more than one Reinsurer is a respondent in any arbitration hereunder, the time for appointing the second arbitrator will be extended to six weeks.

The provisions of this Article shall survive the termination of this Certificate.

N. **Letter of Credit Agreement** – If the Reinsurer does not qualify for full credit with any insurance regulatory authority having jurisdiction over the Company's reserves, the Reinsurer shall post collateral in an amount that, at a minimum, will enable the Company to obtain complete statutory credit for all current or future reinsurance recoverables from the Reinsurer, in the amount that would be required by such regulatory authorities. The collateral amount shall also always be large enough to reflect the Reinsurer's share of reserves for loss and loss adjustment expenses, unearned premiums and loss payments paid by the Company yet unrecovered from the Reinsurer.

The Reinsurer shall, at the request of the Company, fund its share of the collateral by Letter of Credit, cash advance, or escrow account for the benefit of the Company, or any combination thereof.

If such funding is by Letter of Credit, it is agreed that such Letter of Credit will be a clean, irrevocable and unconditional Letter of Credit, issued in a form acceptable to the Company and to such insurance regulatory authorities by a financial institution meeting the NAIC Securities Valuation Office credit standards for issuers of Letters of Credit. If the financial institution that issues the Letter of Credit becomes insolvent, goes into receivership, becomes unacceptable to the Company, or to such insurance regulatory authorities or falls below the standards of the NAIC Securities Valuation Office credit standards for issuers of Letters of Credit, the Letter of Credit shall be re-issued in an amount, form and from a financial institution that complies with the requirements as set out in this Certificate.

The Letter of Credit shall be issued for a term of at least one (1) year and include an "Evergreen Clause" automatically extending the term for at least one (1)

additional year at each expiration date, unless written notice of non-renewal is given to the Company not less than sixty (60) days prior to said expiration date.

Unless all amounts due by the Reinsurer under this Certificate have been paid in cash to the Company, the Letter of Credit (or any other collateral) may be drawn upon by the Company in whole or in part, for the protection of the Company. The Company may draw upon the Letter of Credit or other collateral if such Letter of Credit is under notice of non-renewal and has not been replaced by the Reinsurer ten (10) days prior to its expiration. Any amounts drawn from the Letter of Credit in excess of the Reinsurer's ultimate liability shall be refunded to the Reinsurer upon determination of the Reinsurer's ultimate liability.

It is agreed that the financial institution issuing such Letter of Credit shall have no responsibilities in connection with the propriety of withdrawals made by the Company or the disposition of funds withdrawn, except to ascertain that withdrawals are made only upon the order of properly authorized representatives of the Company.

O. **Non-Waiver** – The Company's failure to, or delay in, exercising any rights under this Certificate or under the Letter of Credit shall not constitute a waiver of those rights.

P. **Material Change** – The Company agrees to obtain the prior written approval of the Reinsurer of any material change affecting the Policies.

Q. **Reinsurance Structure** – ACE American Insurance Company issues a Master Policy and directs other authorized insurers outside of the United States to issue locally admitted policies, which shall be issued to a good local standard, including terms and conditions required by law or regulation and subject to prevailing local market conditions. Notwithstanding any provision in this Certificate or in any master policy issued in connection with the global property program of the Original Insured, any loss required by applicable law, court order or regulation in any jurisdiction to be covered (or prohibited to be excluded) under any policy providing property insurance shall be reinsured hereunder. The Reinsurer shall follow the forms issued and shall be bound by all loss settlements made by an Original Insurer ,under any of the Policies.

R. **Service of Suit** – It is agreed that in the event of the failure of the Reinsurer hereon to perform its obligations hereunder, the Reinsurer, at the request of the Company, will submit to the jurisdiction of either the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County, and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Article constitutes or should be understood to constitute a waiver of Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process on the Reinsurer in such suit may be made upon Mendes and Mount, 725 South Figueroa Street, Los Angeles, California 90017/Mendes and Mount, 750 Seventh Avenue, New York, New York 10019-6829, and that in any suit instituted against any one of them upon this Agreement, Reinsurer shall abide by the final decision of such Court or of any Appellate court in the event of an appeal.

The Reinsurer hereby authorizes Mendes and Mount to accept service of process on behalf of Reinsurer in any such suit and/or upon the request of the Company to give a written undertaking to the Company that they will enter a general appearance upon Reinsurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States, which makes provision therefor, the Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Certificate, and hereby designates Mendes and Mount as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Article is not intended to conflict with or override the parties' obligation to resolve their disputes in accordance with the Arbitration Article in this Certificate.

S. **Governing Law** – Subject to the provisions of the Arbitration Article, this Certificate shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to conflict of law or choice of law principles.

T. **Counterparts** – This Certificate and any Endorsements hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. This Certificate may be executed and delivered by fax and any fax counterpart signature pages shall constitute an original.

V. **Confidentiality** - It is understood and agreed, that materials contained in this Certificate, information obtained through any audits, and/or any claims information between the Company and the Reinsurer, contain confidential, proprietary information of the Company. These statements and representations, either written or oral, are intended for the sole use of the parties to this Certificate (or their retrocessionaires, or auditors, or legal counsel, as may be necessary) in analyzing and/or accepting a participation in, and handling claims under, this Agreement. Copying, duplicating, disclosing or using this information for any purpose beyond these expressed purposes is expressly forbidden without the prior consent of the Company.

Certificate of Facultative Reinsurance

The Reinsurer agrees that should a third party demand pursuant to subpoena, summons, search warrant, court or governmental order, that the Reinsurer disclose such information, the Reinsurer will notify the Company immediately upon receipt of the demand and prior to disclosure of the information. If such notice is provided, the Reinsurers may disclose the information as necessary to satisfy such a demand without breaching the provisions of this Agreement. If the Company objects to the release of the information, the Reinsurer will cooperate with the Company in its efforts to resist release of the information, and the Company will bear the cost of efforts to protect the information.

IN WITNESS WHEREOF, the Reinsurer, by its duly authorized representative, has executed this Certificate of Facultative Reinsurance as set forth below.

[INSERT REINSURER]

By: _____

Name: T.J. Grant

Title: Asst V.P.

Date: 1/25/07

TYPE:	Property Damage, Time Element and other as more fully set forth in the Policies
ORIGINAL INSURED:	American Water Works Company Inc.
ORIGINAL INSURER(S) (referred to in this Certificate singly and collectively as "Original Insurer"):	ACE American Insurance Company and other authorized insurers issuing locally admitted insurance policies outside of the United States
REINSURED POLICIES: (Referred to collectively in this Certificate as "Policies")	Master Policy GPAD36109932 001 and all locally admitted insurance policies issued in connection with the Global Property program of the Original Insured by authorized insurers at the request of ACE American Insurance Company and as described in Article Q of the General Conditions.
RETROCEDENT (referred to in this Certificate as "Company")	ACE INA Overseas Insurance Company Ltd.
RETROCESSIONAIRE (referred to in this Certificate as "Reinsurer") Name and Address	Indemnity Insurance Company of North America 436 Walnut Street Philadelphia, PA 19106
SUM REINSURED: A	**10%**, that being $10,000,000 part of $100,000,000 per occurrence excess applicable policy deductibles
TERRITORY:	As defined in each of the Policies
PERIOD REINSURED:	December 31, 2006 To December 31, 2007
ANNUAL NET PREMIUM:	U.S. $10,260
CONDITIONS:	Subject to all terms, provisions, conditions, and limits of liability of the Policies, the Reinsurer does reinsure the Company as set forth in this Declaration and the attached General Conditions.

GENERAL CONDITIONS

In consideration of the payment of the premium, and subject to the terms and conditions of this Certificate of Facultative Reinsurance (the "Certificate") the Reinsurer(s) designated in the Certificate (herein called the "Reinsurer") does hereby reinsure the Company named in the Certificate in respect of the Policies, as follows:

D

A. **Application of Liability** – The liability of the Reinsurer, as specified in the Certificate, shall follow that of the Company, subject in all respects to all the terms, conditions, and limit(s) of the Policies except as specifically provided in Article J. herein. The Reinsurer agrees to abide by all settlements made by the Company whether under strict policy conditions or by way of compromise, including settlements involving disputed interpretations of policy terms and/or coverage. Notwithstanding the foregoing, the Reinsurer will not be obligated to indemnify the Company for Ex-Gratia payments. The intent of this Agreement is that the Reinsurer agrees to follow the settlements of the Company in all respects as if being a party to the Policies except as noted herein. The Reinsurer's Certificate period and scope of coverage shall be concurrent with the policy period and scope of coverage as specified in each Policy. Upon Reinsurer's request, the Company shall furnish the Reinsurer with a copy of any or all of the Policies and all endorsements thereto.

B. **Definition of Occurrence** – The term "occurrence" as used herein shall have the same meaning as said term in the Policies, or whatever other term is used in the Policies to denote a single, as opposed to aggregate, loss.

C. **Cooperation of the Company** – The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of reinsurance or claims in connection therewith. The Reinsurer's right to inspect premium books and premium records will terminate five years after termination of this Certificate.

D. **No Third Party Benefits** – In no event shall anyone other than the Company or in the event of the Company's insolvency, its receiver, liquidator, or statutory successor, have any rights under this Certificate.

E. **Notice of Loss or Claim** – The Company shall give prompt written notice to the Reinsurer (1) of any occurrence or claim which in the Company's estimation might result in a judgment in an amount sufficient to involve this Certificate; and (2) all material developments pertaining to any occurrence or claim, notice of which was provided hereunder.

F. **Defense of Claims or Suits** – The Company shall investigate and defend all claims involving the reinsurance provided by this Certificate. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance with full cooperation of the Company.

G. **Loss Payable** -- The Reinsurer shall indemnify the Company for all losses paid or advanced by the Company in accordance with this Certificate, including interim payments. The Reinsurer shall pay to the Company the Reinsurer's proportion of

losses within seven (7) business days of receipt of a proof of loss or within twenty-four (24) hours of our payment of all or part of a loss, whichever is later.

In addition to the Sum Reinsured as set forth herein, the Reinsurer shall pay its proportion of allocated loss expenses incurred by the Company in the same ratio that the Reinsurer's share of the loss payment bears to the total amount of the Company's loss payment under the Policies reinsured. The term "allocated loss expense" means all expenses incurred in the investigation, appraisal, adjustment, defense and settlement of claims or suits, including expenses of determining coverage under the Policies (including declaratory judgment actions brought to determine the Company's obligations) and including the fees and expenses of the Company's staff adjusters allocated to a specific claim under the Policies but excluding other Company salaries and office expenses.

In the event that the Reinsurer fails to indemnify the Company for any losses paid or advanced by the Company within the time frames set forth in this Article G, interest as set forth herein shall be payable for the entire overdue period on all sums due from the Reinsurer. Overdue amounts shall bear simple interest from the overdue date at a rate determined by the 26-week United States Treasury bill rate for the first business day of the calendar month in which the amount becomes overdue, as published in the Wall Street Journal, plus 1% per annum, to be calculated weekly.

H. **Salvage and Subrogation** – The Reinsurer will be paid or credited by the Company with its proportionate share of salvage or subrogation, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If no recovery is made, the expenses associated with the recovery effort shall be allocated in proportion to the respective parties' share of the loss. If the reinsurance afforded by this Certificate is on an excess of loss basis, salvage or subrogation shall be applied in the inverse order in which liability attaches.

I. **Taxes** – The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate.

J. **Insolvency** – The reinsurance provided by this Certificate shall be payable by the Reinsurer directly to the Company or to its liquidator, receiver or statutory successor on the basis of the liability of the Company under the Policies without diminution because of the insolvency of the Company. In the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give written notice of the pendency of each claim against the Company on the Policies within a reasonable time after such claim is filed in the insolvency proceedings; and during the pendency of such claim the Reinsurer may investigate such claim and interpose at its own expense in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem available to the Company, its liquidator, receiver or statutory successor. The

expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent company as part of the expense of liquidation to the extent of such proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

As to all reinsurance made, ceded, renewed or otherwise becoming effective under this Certificate, the reinsurance shall be payable as set forth above by the Reinsurer to the Company or to its liquidator, receiver, conservator, or statutory successor, except: (1) where this Certificate specifically provides another payee in the event of this insolvency of the Company, or (2) where the Reinsurer, with the consent of the direct insured or insureds has assumed such policy obligations of the Company as direct obligations of the Reinsurer to the payees under such policy and in substitution for the obligations of the Company to such payees. Then, and in that event only, the Company with the prior approval of the certificate of assumption on New York risks by the Superintendent of Insurance of the State of New York, is entirely released from its obligation and the Reinsurer pays any loss directly to payees under such policy.

Should any party hereto be placed in rehabilitation or liquidation or should a rehabilitator, liquidator, receiver, conservator or other person or entity of similar capacity be appointed as respects such party, all amounts due any of the parties hereto whether by reason of premiums, losses or otherwise under this Certificate or any other contract(s) of reinsurance heretofore or hereafter entered into between the parties (whether or not any such contract(s) be assumed or ceded) shall at all times be subject to the right of offset at any time and from time to time, and upon the exercise of same, only the net balance shall be due and payable to the extent such statute or any other applicable law, statute or regulation governing such offset shall apply.

K. **Cancellation** – This Certificate may be cancelled by the Company by giving thirty (30) days notice in writing by Registered Mail or Certified Mail with Return Receipt Requested to the Reinsurer. This Certificate may be cancelled by the Reinsurer only if the Company is permitted to cancel the Policies, as of the effective date of the Reinsurer's attempted cancellation, under applicable law. If the Reinsurer may cancel this Certificate pursuant to the previous sentence, the Reinsurer shall do so by giving thirty (30) days notice in writing by Registered Mail or Certified Mail with Return Receipt Requested in addition to the required notice period under the Policies. If cancelled by the Reinsurer, adjustment of premium shall be on the pro rata basis. If cancelled by the Company, with simultaneous cancellation of the Policies, adjustment premium shall be on the short rate basis. However, if the Policies are cancelled, that shall constitute simultaneous cancellation of this Certificate and calculation of the reinsurance premium hereunder shall follow the Company's calculation in the use of the short rate or pro rata tables.

L. **Complete Agreement -** This Certificate, and any endorsement attached hereto, constitutes the complete agreement of the Company and the Reinsurer concerning

the subject matter hereof, and supersedes all negotiations, understandings and agreements by and between the Company and the Reinsurer regarding the subject matter hereof, whether oral or written. No prior proposal, program specification, stipulation, agreement, or arrangement of the Reinsurer or the Company, or their respective employees or agents, or subsequent amendment of this Certificate, shall be valid or enforceable except by endorsement issued to form a part hereof, executed by duly authorized representatives of the Reinsurer and the Company.

M. **Arbitration** – Any difference of opinion between the Reinsurer and the Company with respect to the interpretation of this Certificate, performance of the obligations under the Certificate, as well as the formation and/or validity thereof, shall be submitted to arbitration. Either party may request arbitration in writing sent to the other party by certified or registered mail, return receipt requested. Each party shall select an arbitrator within thirty (30) days after written request for arbitration has been received from the party requesting arbitration. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator. These two arbitrators shall select a third arbitrator within ten (10) days after both have been appointed. Should the arbitrators fail to agree on a third arbitrator within thirty (30) days of their appointment, the arbitrators may, upon mutual agreement, implement that ARIAS-US Umpire Appointment Procedure to select the third arbitrator. Alternatively, each arbitrator shall select one name from a list of three names submitted by the other arbitrator and the third arbitrator shall be selected by lot between the two names chosen. All arbitrators shall be disinterested active or former officers of other insurance or reinsurance companies or Underwriters at Lloyd's of London. Within thirty (30) days after appointment of all arbitrators, the panel will meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel will be relieved of all judicial formality and will not be bound by rules of procedure and evidence. The panel shall interpret this Certificate as an honorable engagement rather than as merely a legal obligation and shall make its decision considering the custom and practice of the applicable insurance and reinsurance business within forty-five (45) days following the termination of the hearings. Unless the panel agrees otherwise, arbitration shall take place in Philadelphia, Pennsylvania, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the panel looks to substantive law, it will consider the law of the State of New York without regard for choice of law or conflict of laws principles. The decision of the majority of arbitrators when rendered in writing shall be final and binding on the parties. The panel is empowered to grant interim relief as it may deem appropriate.

Each party will bear the costs of its own arbitrator and will bear, jointly and equally with the other party, the costs of the third arbitrator. The panel will allocate the remaining costs of the arbitration. The panel may, at its discretion, award such further costs, attorneys' fees and expenses as it considers appropriate, except that the panel shall award interest to the Company as provided in Article G

to the extent that the Company is granted recovery of Sums Reinsured not timely paid by the Reinsurer in accordance with this Certificate.

If more than one Reinsurer is involved in the same dispute, all Reinsurers involved in the dispute will constitute and act as one party for purposes of this Article M, and the Company will communicate with each of the Reinsurers constituting that one party; provided, however, that nothing herein will either impair the rights of any such Reinsurer to assert several rather than joint defenses or claims, or be construed as changing the liability of the Reinsurers under a certificate of reinsurance from several to joint. If more than one Reinsurer is a respondent in any arbitration hereunder, the time for appointing the second arbitrator will be extended to six weeks.

The provisions of this Article shall survive the termination of this Certificate.

N. **Letter of Credit Agreement** – If the Reinsurer does not qualify for full credit with any insurance regulatory authority having jurisdiction over the Company's reserves, the Reinsurer shall post collateral in an amount that, at a minimum, will enable the Company to obtain complete statutory credit for all current or future reinsurance recoverables from the Reinsurer, in the amount that would be required by such regulatory authorities. The collateral amount shall also always be large enough to reflect the Reinsurer's share of reserves for loss and loss adjustment expenses, unearned premiums and loss payments paid by the Company yet unrecovered from the Reinsurer.

The Reinsurer shall, at the request of the Company, fund its share of the collateral by Letter of Credit, cash advance, or escrow account for the benefit of the Company, or any combination thereof.

If such funding is by Letter of Credit, it is agreed that such Letter of Credit will be a clean, irrevocable and unconditional Letter of Credit, issued in a form acceptable to the Company and to such insurance regulatory authorities by a financial institution meeting the NAIC Securities Valuation Office credit standards for issuers of Letters of Credit. If the financial institution that issues the Letter of Credit becomes insolvent, goes into receivership, becomes unacceptable to the Company, or to such insurance regulatory authorities or falls below the standards of the NAIC Securities Valuation Office credit standards for issuers of Letters of Credit, the Letter of Credit shall be re-issued in an amount, form and from a financial institution that complies with the requirements as set out in this Certificate.

The Letter of Credit shall be issued for a term of at least one (1) year and include an "Evergreen Clause" automatically extending the term for at least one (1) additional year at each expiration date, unless written notice of non-renewal is given to the Company not less than sixty (60) days prior to said expiration date.

Unless all amounts due by the Reinsurer under this Certificate have been paid in cash to the Company, the Letter of Credit (or any other collateral) may be drawn upon by the Company in whole or in part, for the protection of the Company. The Company may draw upon the Letter of Credit or other collateral if such Letter of Credit is under notice of non-renewal and has not been replaced by the Reinsurer ten (10) days prior to its expiration. Any amounts drawn from the Letter of Credit in excess of the Reinsurer's ultimate liability shall be refunded to the Reinsurer upon determination of the Reinsurer's ultimate liability.

It is agreed that the financial institution issuing such Letter of Credit shall have no responsibilities in connection with the propriety of withdrawals made by the Company or the disposition of funds withdrawn, except to ascertain that withdrawals are made only upon the order of properly authorized representatives of the Company.

O. **Non-Waiver** – The Company's failure to, or delay in, exercising any rights under this Certificate or under the Letter of Credit shall not constitute a waiver of those rights.

P. **Material Change** – The Company agrees to obtain the prior written approval of the Reinsurer of any material change affecting the Policies.

Q. **Reinsurance Structure** – ACE American Insurance Company issues a Master Policy and directs other authorized insurers outside of the United States to issue locally admitted policies, which shall be issued to a good local standard, including terms and conditions required by law or regulation and subject to prevailing local market conditions. Notwithstanding any provision in this Certificate or in any master policy issued in connection with the global property program of the Original Insured, any loss required by applicable law, court order or regulation in any jurisdiction to be covered (or prohibited to be excluded) under any policy providing property insurance shall be reinsured hereunder. The Reinsurer shall follow the forms issued and shall be bound by all loss settlements made by an Original Insurer ,under any of the Policies.

R. **Service of Suit** – It is agreed that in the event of the failure of the Reinsurer hereon to perform its obligations hereunder, the Reinsurer, at the request of the Company, will submit to the jurisdiction of either the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County, and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Article constitutes or should be understood to constitute a waiver of Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process on the Reinsurer in such suit may be made upon Mendes and Mount, 725 South Figueroa Street, Los Angeles,

California 90017/Mendes and Mount, 750 Seventh Avenue, New York, New York 10019-6829, and that in any suit instituted against any one of them upon this Agreement, Reinsurer shall abide by the final decision of such Court or of any Appellate court in the event of an appeal.

The Reinsurer hereby authorizes Mendes and Mount to accept service of process on behalf of Reinsurer in any such suit and/or upon the request of the Company to give a written undertaking to the Company that they will enter a general appearance upon Reinsurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States, which makes provision therefor, the Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Certificate, and hereby designates Mendes and Mount as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Article is not intended to conflict with or override the parties' obligation to resolve their disputes in accordance with the Arbitration Article in this Certificate.

S. **Governing Law** – Subject to the provisions of the Arbitration Article, this Certificate shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to conflict of law or choice of law principles.

T. **Counterparts** – This Certificate and any Endorsements hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. This Certificate may be executed and delivered by fax and any fax counterpart signature pages shall constitute an original.

V. **Confidentiality** - It is understood and agreed, that materials contained in this Certificate, information obtained through any audits, and/or any claims information between the Company and the Reinsurer, contain confidential, proprietary information of the Company. These statements and representations, either written or oral, are intended for the sole use of the parties to this Certificate (or their retrocessionaires, or auditors, or legal counsel, as may be necessary) in analyzing and/or accepting a participation in, and handling claims under, this Agreement. Copying, duplicating, disclosing or using this information for any purpose beyond these expressed purposes is expressly forbidden without the prior consent of the Company.

The Reinsurer agrees that should a third party demand pursuant to subpoena, summons, search warrant, court or governmental order, that the Reinsurer disclose such information, the Reinsurer will notify the Company immediately upon receipt of the demand and prior to disclosure of the information. If such notice is provided, the Reinsurers may disclose

the information as necessary to satisfy such a demand without breaching the provisions of this Agreement. If the Company objects to the release of the information, the Reinsurer will cooperate with the Company in its efforts to resist release of the information, and the Company will bear the cost of efforts to protect the information.

IN WITNESS WHEREOF, the Reinsurer, by its duly authorized representative, has executed this Certificate of Facultative Reinsurance as set forth below.

Indemnity Insurance Company of North America

By: Timothy J. Drag

Name: Timothy J. Drag

Title: AVP

Date: 08/10/07

D

Virginia A. Adair

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 5813 Fax 212 345 3695
Virginia.Adair@marsh.com
www.marsh.com

August 24, 2006

Mr. James Li
Risk Manager
American Waterworks Company, Inc.
1025 Laurel Park Road
Voorhees, NJ 08043

Subject: Workers Compensation Policy
St. Paul Travelers
Policy Number: TC2NUB-121D320-6-06
Policy Period: January 1, 2006- January 1, 2007

Dear Jim:

Enclosed please find the following endorsement added to the Workers Compensation policy, TC2NUB-121D320-6-06, effective 1/1/06-1/1/07. This added endorsement (WC 89 04 06) is for 'Domestic Terrorism, Earthquakes, and Catastrophic Industrial Accidents Premium'. Please note that the attached endorsement replaces the one on the policy, WC 00 04 21 (A) -003.

Regards,

Virginia A. Adair

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

CHANGE DOCUMENT WC 99 99 98 (00)

POLICY NUMBER: (TC2NUB-121D320-6-06)

CHANGE EFFECTIVE DATE: 01-01-06 **NCCI CO CODE:** 12610

INSURER: THE PHOENIX INSURANCE COMPANY

INSURED'S NAME: AMERICAN WATER WORKS COMPANY
INC AS PER SCHEDULE(S)

This change is issued by that member of The Travelers Insurance Companies which issued the policy and forms a part of the policy. It is agreed that the policy is amended as follows:

An absence of an entry in the premium spaces below means that the premium adjustment, if any, will be made at time of audit.

ADDITIONAL PREMIUM	$	**RETURN PREMIUM**	$
ADDITIONAL NON-PREMIUM	$	**RETURN NON-PREMIUM**	$

The following endorsement is added:
WC 89 04 06 (00)-004

The following endorsement replaces the one on the policy:
WC 00 04 21 (A)-003

DATE OF ISSUE: 08-31-06 PG CHANGE NO: 005 PAGE 001 OF LAST
POL. EFF. DATE: 01-01-06 POL. EXP. DATE: 01-01-07
OFFICE: HARTFORD 084
PRODUCER: MARSH USA-NYC NA026

003756

COUNTERSIGNED AGENT

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 89 04 06 (00) – 004

POLICY NUMBER: (TC2NUB-121D320-6-06)

POLICY INFORMATION PAGE ENDORSEMENT

The Experience Modification is changed to read:

STATE	EXPERIENCE MODIFICATION	STATE	EXPERIENCE MODIFICATION
PA	1.273		

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

DATE OF ISSUE: 08-31-06 ST ASSIGN:

003757

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 21 (A)

POLICY NUMBER: (TC2NUB-121D320-6-06)

DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC INDUSTRIAL ACCIDENTS PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of domestic terrorism, earthquakes, and/or a catastrophic industrial accident.

The premium charge provides funding for the risk of earthquakes, catastrophic industrial accidents, and certain acts of domestic terrorism. It does not provide funding for acts of terrorism certified as such by the Terrorism Risk Insurance Act of 2002 and any amendments resulting from the Terrorism Risk Insurance Extension Act of 2005 (the Act) or acts of foreign terrorism as that term is defined in the Foreign Terrorism Premium Endorsement (WC 00 04 22), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Domestic terrorism: All acts of terrorism outside the scope of the Act or the Foreign Terrorism Premium Endorsement (WC 00 04 22), with aggregate workers compensation losses in excess of $50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity where aggregate workers compensation losses from the single event are in excess of $50 million.

Catastrophic Industrial Accident: Any single event resulting in aggregate workers compensation losses in excess of $50 million.

Schedule

States	Rate Per $100 Of Remuneration	States	Rate Per $100 Of Remuneration

SEE INFORMATION PAGE SCHEDULE FOR PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 08-31-06 ST ASSIGN:

003758

MARSH

Margaret D. Shannon
Vice President

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 5918 Fax 212 345 3706
Margaret.D.Shannon@marsh.com
www.marsh.com

September 12, 2006

Mr. Jim Li
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject: American Water Works Company, Inc.
Fiduciary Liability Insurance - Primary
Chubb Policy No.: 6803-9304

Dear Steve:

Enclosed please find the captioned policy issued by Federal Insurance Company for American Water Works Company, Inc. along with a policy summary for your convenience.

We have reviewed the policy and found it has been issued in accordance with the binder of insurance previously provided.

You should review the enclosed policy and advise Marsh of anything which you believe is not in accordance with the negotiated coverage and terms.

If you have any questions, please give me a call.

Regards,

Margaret D. Shannon
Vice President

Encl.

AMERICAN WATER WORKS

FIDUCIARY LIABILITY INSURANCE

1/1/06 – 1/1/07

Carrier:	Federal Insurance Company	
Policy Period:	January 1, 2006 to January 1, 2007	
Policy Form:	Executive Protection Portfolio Package Policy General Terms and Conditions – Form # 14-02-7302 Fiduciary Liability Coverage Section – Form # 14-02-7306	
Policy Limit:	$15,000,000 $15,000,000	Each Claim Each Policy Period
Retention:	$250,000 $0	Insuring Clause 1 – Fiduciary Liability Insuring Clause 2 – Voluntary Settlement Program
Annual Premium:	$105,187 (+ $1,840*) NJ PLIGA Surcharge	
P&P Dates:	July 22, 1972	

Endorsements:

- New Jersey Amendatory Endorsement to the General Terms and Conditions Section and the Fiduciary Liability Coverage Section
- Compliance with Applicable Trade Sanction Laws
- Amend Benefits Due Exclusion endorsement
- HIPP Civil Money Penalties Endorsement
- Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

Commission: 15%

Reporting and Notice

11. (a) The Insureds shall, as a condition precedent to exercising any right to coverage section, give to the Company written notice of any Fiduciary Claim as soon as practicable, but in no event more than the earliest of the following dates:

(i) sixty (60) days after the date on which any Organization's chief financial officer, in-house general counsel, risk manager, president, chief executive offier or chairperson first becomes aware that the Fiduciary Claim has been made;

(ii) if this coverage section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased, sixty (60) days after the effective date of such expiration or termination; or

(iii) the expiration date of the Extended Reporting Period, if purchased;

provided that if the Company sends written notice to the Parent Organization, at any time before the date set forth in (i) above with respect To any Claim, stating that this coverage section is being terminated for non-payment of premium, the Insureds shall give to the Company written notice of such Claim prior to the effective date of such termination.

(b) If during the Policy Period and Insured:

(i) becomes aware of circumstances which could give rise to a Fiduciary Claim and gives written notice of such circumstances to the Company;

(ii) receives a written request to toll or waive a statute of limitations applicable to Wrongful Acts committed, attempted, or allegedly committed or attempted before or during the Policy Period and gives written notice of such request and of such alleged Wrongful Acts to the Company; or

(iii) gives written notice to the Company of a Settlement Program Notice,

then any Claim subsequently arising from the circumstances referred to in (i) above, from the Wrongful Acts referred to in (ii) above, or from the Settlement Program Notice referred to in (iii) above, shall be deemed to have been first made during the Policy Period in which the written notice described in (i), (ii) or (iii) above was first given by an Insured to the Company, provided any such subsequent Claim is reported to the Company as set forth in Subsection 11(a) above. With respect to any such subsequent Claim, no coverage under this coverage section shall apply to loss incurred prior to the date such subsequent Claim is actually made.

(c) The Insureds shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company such information and cooperation as the Company may reasonably require, and shall include in any notice under Subsection 11(a) or (b) a description of

the Claim or circumstances, the nature of any alleged Wrongful Acts, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants and the manner in which such Insured first became aware of the Claim or circumstances.

This explanation of the reporting provisions of your policies has been provided in order to assist you in understanding and complying with the policies requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policies reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation shall not be relied upon as legal interpretation of the policy provisions

For Easy Reference Only, Please Refer to Actual Policy for Terms and Conditions

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, this policy makes available to you insurance for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: $ **-0-.**

If you have any questions about this notice, please contact your agent or broker.

CHUBB

Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

As a purchaser of an Employment Practices Liability Coverage Section and/or a Fiduciary Liability Coverage Section, please note that the Company has the right and duty to defend any Claim (as such term is defined in the Definitions section of each applicable Coverage Section) covered by each applicable Coverage Section, unless such Coverage Section has been amended by written endorsement. Defense counsel for any such Claim shall be selected by the Company from the Company's list of approved defense firms. Please also note that, as a condition precedent to any right to coverage under each applicable Coverage Section, all Claims must be reported to the Company in writing in the manner and within the time provided in the Reporting and Notice provisions of such Coverage Section.

For a list of approved defense firms, please contact your insurance agent or broker, or access such list by using the following internet address:

http://csi.chubb.com/panel_counsel.asp

Please note that the Company reserves the right to modify such list at any time without notice.

DECLARATIONS

FEDERAL INSURANCE COMPANY
A stock insurance company, incorporated under the laws of Indiana, herein called the Company

Policy Number: 6803-9304

THE EXECUTIVE LIABILITY AND ENTITY SECURITIES LIABILITY, FIDUCIARY LIABILITY, OUTSIDE DIRECTORSHIP LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTIONS (WHICHEVER ARE PURCHASED) PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE APPLICABLE LIMIT(S) OF LIABILITY TO PAY "LOSS" WILL BE REDUCED, AND MAY BE EXHAUSTED, BY THE PAYMENT OF "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN. "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Parent Organization:** American Water Works Company, Inc.
Principal Address: 1025 Laurel Oak Road
Voorhees, NJ 08043

Item 2. **Policy Period:** From 12:01 A.M. on January 1, 2006
To 12:01 A.M. on January 1, 2007
Local time at the address shown in Item 1.

Item 3. Coverage Summary
Description:
GENERAL TERMS AND CONDITIONS
FIDUCIARY LIABILITY

Item 4. Termination of
Prior Bonds or Policies: 6800-2326 (January 31, 2005 to January 1, 2006)

In witness whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY

W. Andrew Macan

Secretary

Thomas F. Motamed

President

01/03/06

Date

Robert Hamburger

Authorized Representative

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this policy, the Company and the Insureds agree as follows:

Territory

1. Coverage shall extend anywhere in the world.

Terms and Conditions

2. Except for these General Terms and Conditions or unless stated to the contrary in any coverage section of this policy, the terms and conditions of each coverage section shall apply only to that coverage section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any coverage section, the terms and conditions of such coverage section shall control for purposes of that coverage section. Any defined term referenced in these General Terms and Conditions but defined in a coverage section shall, for purposes of coverage under that coverage section, have the meaning set forth in that coverage section.

Definitions

3. When used in this policy:

Claim shall have the meaning set forth in the applicable coverage section.

Insured shall have the meaning set forth in the applicable coverage section.

Parent Organization means the organization designated in Item 1 of the Declarations of these General Terms and Conditions.

Policy Period means the period of time specified in Item 2 of the Declarations of these General Terms and Conditions, subject to prior termination in accordance with Subsection 11 below. If this period is less than or greater than one year, then the limits of liability specified in the Declarations for each coverage section shall be the Company's maximum limit of liability under such coverage section for the entire period.

Limits of Liability and Retentions

4. Unless stated to the contrary in any coverage section, the limits of liability and retentions shown for each coverage section are separate limits of liability and separate retentions pertaining to the coverage section for which they are shown. Unless stated to the contrary in any coverage section of this policy, the payment of a retention under one coverage section shall not constitute payment of, and shall not reduce, the applicable retention under any other coverage section.

Notice

5. Any notice to the Company with respect to any coverage section shall designate the coverage section under which notice is being given and shall be treated as notice only under the coverage section(s) so designated.

   Notice to the Company of a **Claim**, or of circumstances which could give rise to a **Claim**, shall be given in writing addressed to:

   Attn: Claims Department
   Chubb Group of Insurance Companies
   82 Hopmeadow Street
   Simsbury, Connecticut 06070-7683

   All other notices to the Company shall be given in writing addressed to:

   Attn: Underwriting
   Chubb Group of Insurance Companies
   82 Hopmeadow Street
   Simsbury, Connecticut 06070-7683

   Any such notice shall be effective on the date of receipt by the Company at such address.

Valuation and Foreign Currency

6. All premiums, limits, retentions, loss and other amounts under this policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any coverage section, if a judgment is rendered, a settlement is denominated or any element of loss under this policy is stated in a currency other than United States of America dollars, payment under this policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the judgment becomes final, the amount of the settlement is agreed upon or the element of loss is due, respectively.

Subrogation

7. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the **Insured**'s rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.

Action Against the Company

8. No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy. No person or entity shall have any right under this policy to join the Company as a party to any action against any **Insured** to determine such **Insured**'s liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

Parent Organization Rights and Obligations

9. By acceptance of this policy, the **Parent Organization** agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice provided for in this policy (except the giving of notice to apply for an Extended Reporting Period); the adjustment of loss amounts; and the receipt or enforcement of payment of loss (and the **Parent Organization** further agrees that it shall be responsible for application of any such payment as provided in this policy). Each **Insured** agrees that the **Parent Organization** shall act on its behalf with respect to all such matters.

Alteration and Assignment

10. No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.

Termination of Policy or Coverage Section

11. This policy or any coverage section shall terminate at the earliest of the following times:

    (a) sixty days after receipt by the **Parent Organization** of written notice of termination from the Company for any reason other than non-payment of premium;

    (b) twenty days after receipt by the **Parent Organization** of written notice of termination from the Company for non-payment of premium;

    (c) upon receipt by the Company of written notice of termination from the **Parent Organization**; provided that this policy may not be terminated by the **Parent Organization** after the effective date of any acquisition of the **Parent Organization** as described in the Changes in Exposure subsection of the applicable coverage section of this policy;

    (d) upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations of these General Terms and Conditions; or

    (e) at such other time as may be agreed upon by the Company and the **Parent Organization**.

The Company shall refund the unearned premium computed at customary short rates if this policy or any coverage section is terminated by the **Parent Organization**. Under any other

circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of a notice of termination, but such payment shall be made as soon as practicable thereafter.

Termination of Prior Bonds or Policies

12. Any bonds or policies issued by the Company or its affiliates and specified in Item 4 of the Declarations of these General Terms and Conditions shall terminate, if not already terminated, as of the inception of this policy.

Bankruptcy

13. Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this policy.

Headings

14. The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

CHUBB

Schedule of Forms

To be attached to and form part of Policy No. 6803-9304

Company: Federal Insurance Company

Issued to: American Water Works Company, Inc.

Executive Protection Portfolio General Terms and Conditions Section (Federal & Vigilant)

14-02-7543 (11/02 ed.)

14-02-9228 (4/04 ed.)

Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

14-02-7547 (11/02 ed.)

14-02-8459 (5/03 ed.)

14-02-8906 (11/05 ed.)

CHUBB

ENDORSEMENT

Coverage Section: Executive Protection Portfolio General Terms and Conditions Section (Federal & Vigilant)

Effective date of
this endorsement: January 1, 2006

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

NEW JERSEY AMENDATORY ENDORSEMENT
TO THE GENERAL TERMS AND CONDITIONS SECTION

In consideration of the premium charged, it is agreed that:

1. Subsection 11. Termination of Policy or Coverage Section (a) of the General Terms and Conditions Section is amended to add the following to the end of such paragraph (a):

"provided that, after this policy or the applicable coverage section is in effect for sixty (60) days, or is a renewal, the Company may cancel this policy, other than for non-payment of premium, only for one or more of the following reasons:

(1) moral hazard, meaning, the risk, danger, or probability that the Insured will destroy or permit to be destroyed, any insured property for the purpose of collecting insurance proceeds; or any change in the character or circumstances of the Insured that will increase the probability of a loss or liability for which the Company will be held responsible;

(2) material misrepresentation or nondisclosure of a material fact at the time of the acceptance of the risk;

(3) increased hazard or material change in the risk assumed which could not have been reasonably contemplated;

(4) substantial breaches of contractual duties, conditions, or warranties that materially affect the nature and/or insurability of the risk;

(5) lack of cooperation from the Insured on loss control matters materially affecting insurability of the risk;

(6) fraudulent acts against the Company by the Insured or its representatives that materially affect the nature of the risk insured;

(7) loss of or reduction in available insurance capacity;

(8) material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of this policy, provided that proper notice is filed with the insurance commissioner;

(9) loss of or reduction in applicable reinsurance;

(10) failure by the Insured to comply with any federal, state, or local fire, health, safety, building or construction regulation, law, or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;

(11) failure by the Insured to provide reasonable and necessary underwriting information to the Company upon written request therefor and a reasonable opportunity to respond; or

(12) agency termination;

2. Subsection 11. Termination of Policy or Coverage Section (d) of the General Terms and Conditions Section is amended to add the following at the end of such paragraph (d):

"provided that, non-renewal by the Company of this policy or any coverage section is effective if the Company delivers or mails, by first class mail (if the Company retains a date stamped proof of mailing from the post office showing the addressee) or certified mail, between thirty (30) and one hundred and twenty (120) days advance written notice of non-renewal to the Parent Organization at its last known address. Such non-renewal will be based on underwriting guidelines that are not arbitrary, capricious or unfairly discriminatory and the notice of non-renewal will state the reason(s) for non-renewal. If the Company does not provide the notice within the time period specified in this paragraph, this policy will be extended until such notice is provided, with such extension conditioned upon the payment of premium calculated by pro-rating the premium for the expiring Policy Period; or"

3. Subsection 11. Termination of Policy or Coverage Section of the General Terms and Conditions Section is amended further to add the following at the end of such Subsection:

"Any notice of cancellation by the Company will be delivered or mailed by first class mail (if the Company retains a date stamped proof of mailing from the post office showing the addressee) or certified mail to the Parent Organization at its last address known to the Company.

The Company will provide such notice of such cancellation between thirty (30) and one hundred twenty (120) days before the effective date of cancellation, except that notice of cancellation for nonpayment of premium or moral hazard may be given up to ten (10) days before the effective date of cancellation.

Notices of cancellation or non-renewal by the Company will contain a provision in bold type stating that the Insured may file a written complaint on the decision to cancel or non-renew such coverage section with the New Jersey Department of Insurance. The Department's address will be included and the Insured will be advised to immediately contact the Insurance Department in the event it wishes to file a complaint.

The Company has no obligation to send notice of cancellation or non-renewal if the Parent Organization has:

(1) replaced coverage elsewhere; or

(2) specifically requested termination.

The Company may increase premium or change the terms and conditions of the policy upon renewal by delivering or mailing written notice of such changes to the Parent Organization between thirty (30) and one hundred and twenty (120) days before the premium due date. Such notice will state the effect of nonpayment of the premium by the due date."

CHUBB

The policy is deemed to have been amended to the extent necessary to effectuate the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the policy or any endorsement to the policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions comply with the applicable insurance laws of the state of New Jersey.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: Executive Protection Portfolio General Terms and Conditions Section (Federal & Vigilant)

Effective date of
this endorsement/rider: January 1, 2006

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the coverage provided by this insurance.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date: January 3, 2006

By Robert Hamburger
Authorized Representative

DECLARATIONS

FEDERAL INSURANCE COMPANY
A stock insurance company, incorporated under the laws of Indiana, herein called the Company

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", UNLESS OTHERWISE SPECIFIED HEREIN, AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Parent Organization:**

American Water Works Company, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Item 2. Optional Defense Outside the Limits of Liability Coverage purchased ☐ Yes ☒ No

Item 3. Limits of Liability:

(A) Each **Claim**: $15,000,000.00

(B) Each **Policy Period**: $15,000,000.00

Note: Unless Defense Outside the Limits of Liability Coverage is purchased pursuant to Item 2 above, the Limits of Liability will be reduced and may be exhausted by **Defense Costs.**

Item 4. Retention:

(A) Insuring Clause 1 - Fiduciary Liability Coverage: $250,000.00

(B) Insuring Clause 2 - Voluntary Settlement Program Coverage: $0.00

Item 5. **Organization:**

American Water Works Company, Inc. and its subsidiaries.

Item 6. Extended Reporting Period:

(A) Additional Period: 365 day

(B) Additional Premium: 150 % of Annualized Premium for the Expiring **Policy Period**

Item 7. Pending or Prior Date:

(A)	Insuring Clause 1:	July 22, 1972
(B)	Insuring Clause 2:	July 22, 1972

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this coverage section, the Company and the Insureds agree as follows:

Insuring Clauses

Fiduciary Liability Coverage Insuring Clause 1

1. The Company shall pay, on behalf of the **Insureds**, **Loss** on account of any **Fiduciary Claim** first made against the **Insureds** during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted or allegedly committed or attempted before or during the **Policy Period** by such **Insureds**, or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 11 of this coverage section.

Voluntary Settlement Program Coverage Insuring Clause 2

2. The Company shall pay, on behalf of the **Insureds**, **Settlement Fees** and **Defense Costs** with respect to a **Settlement Program Notice** first given to the Company during the **Policy Period**, or, if exercised, during the Extended Reporting Period, provided (i) the **Settlement Fees** and **Defense Costs** are incurred after such **Settlement Program Notice** is first given to the Company, and (ii) the Company's maximum liability for all **Settlement Fees** and **Defense Costs** with respect to all **Settlement Program Notices** first given to the Company during the **Policy Period** (including the Extended Reporting Period, if applicable) shall be $100,000. Such amount shall be part of, and not in addition to, the Limit of Liability otherwise applicable to this coverage section.

Definitions

3. When used in this coverage section:

Administration means:

(1) advising, counseling or giving notice to **Employees**, participants or beneficiaries with respect to any **Plan**;

(2) providing interpretations with respect to any **Plan**; or

(3) handling of records or effecting enrollment, termination or cancellation of **Employees**, participants or beneficiaries under any **Plan**.

Application means all signed applications, including attachments and other materials submitted therewith or incorporated therein, submitted by the **Insureds** to the Company for this coverage section or for any coverage section or policy of which this coverage section is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this coverage section.

Claim means for the purposes of coverage under:

(1) Insuring Clause 1: any **Fiduciary Claim**; or

(2) Insuring Clause 2: any **Settlement Program Notice**.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees or benefits of the directors, officers or **Employees** of the **Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Organization**.

Employee means any natural person whose labor or service is engaged by and directed by the **Organization** or any **Plan**, including part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any independent contractor.

ERISA means the Employee Retirement Income Security Act of 1974, the English Pension Scheme Act 1993, the English Pensions Act 1995, all as amended, any similar common or statutory law anywhere in the world, and any rules or regulations promulgated under any such Acts or law.

Executive means any natural person who was, now is or shall become:

(a) a duly elected or appointed director, officer, **Manager**, or in-house general counsel of any **Plan** or any **Organization** incorporated in the United States of America; or

(b) a holder of a position equivalent to any position described in (a) above in an **Organization** that is chartered in any jurisdiction other than the United States of America.

Fiduciary Claim means:

(a) a written demand for monetary damages or non-monetary relief;

(b) a civil proceeding commenced by the service of a complaint or similar pleading;

(c) a criminal proceeding commenced by a return of an indictment or information;

(d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document or by the entry of a formal investigative order or similar document; or

(e) a written notice of commencement of a fact-finding investigation by the U.S. Department of Labor, the U.S. Pension Benefit Guaranty Corporation, or any similar governmental authority located outside the United States, including but not limited to, the Pensions Ombudsman appointed by the United Kingdom Secretary of State for Social Services, the United Kingdom Occupational Pensions Regulatory Authority,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

Except as may otherwise be provided in Subsection 9, Subsection 10(e), or Subsection 11(b) of this coverage section, a **Fiduciary Claim** will be deemed to have first been made when such **Fiduciary Claim** is commenced as set forth in this definition (or, in the case of a written demand or notice, when such demand or notice is first received by an **Insured**).

Financial Impairment means the status of an **Organization** resulting from:

(a) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Organization**; or

(b) such **Organization** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Insured means the **Organization**, any **Plan** and any **Insured Person**.

Insured Person means:

(a) any past, present or future **Executive**, **Employee** or natural person trustee of the **Organization** or of the **Sponsored Plan**; and

(b) any past, present or future natural person trustee or fiduciary of a multi-employer plan, if such person in such capacity is added as an **Insured Person** by specific written endorsement to this coverage section.

Loss means the amount that any **Insured** becomes legally obligated to pay on account of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, or the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest, **Defense Costs** and, solely with respect to Insuring Clause 2, **Settlement Fees**.

Loss does not include:

(a) any amount not indemnified by the **Organization** for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order;

(b) any costs incurred by an **Organization** or **Plan** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;

(c) any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, investigation or demand that is not then a **Claim** even if (i) such amount also benefits the defense of a covered **Claim**, or (ii) such action, proceeding, investigation or demand subsequently gives rise to a **Claim**;

(d) taxes, fines or penalties, except as provided above with respect to punitive or exemplary damages or the multiple portion of any multiplied damages, and except:

(i) the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;

(ii) any civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the United Kingdom Occupational Pensions Regulatory Authority, pursuant to the English Pension Scheme Act 1993, the English Pensions Act 1995, or rules or regulations thereunder; provided any coverage for such civil penalties applies only if the funds or assets of the subject **Plan** are not used to fund, pay or reimburse the premium for this coverage section; or

(iii) solely with respect to Insuring Clause (2), **Settlement Fees**;

(e) any amount allocated to non-covered loss pursuant to Subsection 13 of this coverage section; or

(f) any amount not insurable under the law pursuant to which this coverage section is construed, except as provided above with respect to punitive or exemplary damages or the multiple portion of any multiplied damages.

Manager means any natural person who was, now is or shall become a manager, member of the Board of Managers or equivalent executive of an **Organization** that is a limited liability company.

Organization means, collectively, those organizations designated in Item 5 of the Declarations for this coverage section, including any such organization in its capacity as a debtor in possession under the United States bankruptcy law or in an equivalent status under the law of any other country.

Plan means:

(a) any **Sponsored Plan**; and

(b) any government-mandated insurance program for workers' compensation, unemployment, social security or disability benefits for **Employees**.

Pollutants means (a) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, or (b) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products or any noise.

Related Claims means all **Claims** for **Wrongful Acts** based upon, arising from or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

Settlement Fees means any fees, fines, penalties or sanctions paid by an **Insured** to a governmental authority pursuant to a **Settlement Program** for the actual or alleged inadvertent non-compliance by a **Plan** with any statute, rule or regulation; provided **Settlement Fees** shall not include (a) any costs to correct the non-compliance, or any other

charges, expenses, taxes or damages; or (b) any fees, fines, penalties or sanctions relating to a **Plan** which, as of the earlier of the inception of this coverage section or the inception of the first policy in an uninterrupted series of policies issued by the Company of which this coverage section is a direct or indirect renewal or replacement, any **Insured Person** knew to be actually or allegedly non-compliant.

Settlement Program means any voluntary compliance resolution program or similar voluntary settlement program administered by the U.S. Internal Revenue Service or the U.S. Department of Labor, including but not limited to, the Employee Plans Compliance Resolution System, the Audit Closing Agreement Program, the Voluntary Compliance Resolution Program, the Walk-in Closing Agreement Program, the Administrative Policy Regarding Self-Correction, the Tax Sheltered Annuity Voluntary Correction Program, the Delinquent Filer Voluntary Compliance Program, and the Voluntary Fiduciary Correction Program, or any similar program administered by a governmental authority located outside the United States.

Settlement Program Notice means prior written notice to the Company by the **Insured** of the **Insured's** intent to enter into a **Settlement Program**.

Sponsored Plan means:

(a) any Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each are defined in **ERISA**, which is operated solely by the **Organization** or jointly by the **Organization** and a labor organization solely for the benefit of the **Employees** or **Executives** of the **Organization** located anywhere in the world and which existed on or before the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions or which is created or acquired after such inception date; provided (i) any coverage with respect to any such Plan created or acquired during the **Policy Period** shall apply only for **Wrongful Acts** committed, attempted, or allegedly committed or attempted after the effective date of such creation or acquisition and shall be subject to Subsection 15 of this coverage section, and (ii) any coverage with respect to an employee stock ownership plan created or acquired during the **Policy Period** shall be further subject to Subsection 19 of this coverage section;

(b) any other employee benefit plan or program not subject to **ERISA** which is sponsored solely by the **Organization** for the benefit of the **Employees** or **Executives**, including any fringe benefit or excess benefit plan;

(c) any other plan or program otherwise described in paragraphs (a) or (b) above while such plan or program is being actively developed, formed or proposed by the **Organization** prior to the formal creation of such plan or program; provided, however, no coverage is afforded under this coverage section for any **Claim** against an **Insured** in a settlor or similar uninsured capacity with respect to any plan or program; and

(d) any other plan, fund, or program specifically included as a **Sponsored Plan** by endorsement to this coverage section.

Sponsored Plan shall not include any employee stock ownership plan created or acquired by the **Organization** during the **Policy Period** (except as otherwise provided in Subsection 19 of this coverage section), or any multi-employer plan created before or during the **Policy Period.**

Subsidiary, either in the singular or plural, means any organization while more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for election of or to appoint directors or **Managers** of such organization are owned or controlled, directly or indirectly, in any combination, by one or more **Organizations**.

Wrongful Act means with respect to any **Plan**:

(a) any breach of the responsibilities, obligations or duties imposed by **ERISA** upon fiduciaries of the **Sponsored Plan** in their capacity as such fiduciaries;

(b) any negligent act, error or omission in the **Administration** of any **Plan** committed, attempted, or allegedly committed or attempted by an **Insured** in the **Insured's** capacity as such; or

(c) any other matter claimed against an **Insured** solely by reason of the **Insured's** service as a fiduciary of any **Sponsored Plan**.

Exclusions

4. The Company shall not be liable for **Loss** on account of any **Claim** against an **Insured**:

(a) based upon, arising from or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that, before the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions, was the subject of any notice given under any policy or coverage section of which this coverage section is a direct or indirect renewal or replacement;

(b) based upon, arising from or in consequence of any demand, suit, or other proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the applicable Pending or Prior Date set forth in Item 7 of the Declarations for this coverage section, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;

(c) based upon, arising from or in consequence of:

(i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Pollutants**; or

(ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request,

including but not limited to any **Claim** for financial loss to any **Organization** or **Plan** or creditors based upon, arising from or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion 4(c); provided that this Exclusion 4(c) shall not apply to (A) any **Claim** by or on behalf of a beneficiary of or participant in any **Sponsored Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Sponsored Plan** in any organization other than the **Organization**, if such diminution in value is allegedly as a result of the matters

described above in this Exclusion 4(c), or (B) **Loss** (other than fees and expenses incurred in testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing **Pollutants**) incurred by an **Insured Person** for which the **Organization** is not permitted by common or statutory law to indemnify or for which the **Organization** is not able to indemnify by reason of **Financial Impairment**;

(d) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed;

(e) based upon, arising from or in consequence of the liability of others assumed by any **Insured** under any written or oral contract or agreement; provided that this Exclusion 4(e) shall not apply to the extent that:

(i) an **Insured** would have been liable in the absence of the contract or agreement; or

(ii) the liability was assumed in accordance with or under the agreement or declaration of trust pursuant to which the **Plan** was established;

(f) for the failure of the **Insured** to comply with any workers' compensation, unemployment insurance, social security or disability benefits law or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world, except (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (ii) the Health Insurance Portability and Accountability Act of 1996, or (iii) any amendments to or any rules or regulations promulgated under such Acts;

(g) made against a **Subsidiary** or an **Insured Person** of such **Subsidiary** for any **Wrongful Act** committed, attempted, or allegedly committed or attempted during any time when such entity was not a **Subsidiary**; or

(h) based upon, arising from or in consequence of:

(i) the committing in fact of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**; or

(ii) such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled,

as evidenced by (A) any written statement or written document by any **Insured** or (B) any judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

---

5. The Company shall not be liable for **Loss**, other than **Defense Costs**:

(a) which constitutes the return or reversion to an employer of any contribution or asset of a **Plan**;

(b) which constitutes (i) benefits due or to become due under any **Plan**, or (ii) benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, except to the extent that:

(A) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation; and

(B) recovery for the benefits is based upon a covered **Wrongful Act**; or

(c) which is based upon, arising from or in consequence of the failure to collect an employer's contributions owed to a **Plan** unless the failure is because of the negligence of any **Insured**.

Severability of Exclusions

6. (a) No fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of applying Exclusion 4(h) of this coverage section.

(b) Only facts pertaining to and knowledge possessed by any **Executive** of an **Organization** or **Plan** shall be imputed to such **Organization** or **Plan** for the purpose of applying Exclusion 4(h) of this coverage section.

Spouses, Estates and Legal Representatives

7. Subject otherwise to the General Terms and Conditions and the limitations, conditions, provisions and other terms of this coverage section, coverage shall extend to **Claims** for the **Wrongful Acts** of an **Insured Person** made against:

(a) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Persons** if such **Insured Person** is incompetent, insolvent or bankrupt; or

(b) the lawful spouse or **Domestic Partner** of such **Insured Person** solely by reason of such spouse or **Domestic Partner's** status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.

All terms and conditions of this coverage section, including without limitation the Retention, applicable to **Loss** incurred by the **Insured Person**s, shall also apply to loss incurred by the estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** of such **Insured Persons**. The coverage provided by this Subsection 7 shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

Coordination with Employment Practices Liability Coverage Section

8. Any **Loss** otherwise covered by both (i) this coverage section and (ii) any employment practices liability coverage section or policy issued by the Company or by any affiliate of the Company (an "Employment Practices Liability Coverage"), first shall be covered as provided in, and shall be subject to the limit of liability, retention and coinsurance percentage applicable to the Employment Practices Liability Coverage. Any remaining **Loss** otherwise covered by this coverage section which is not paid under the Employment Practices Liability

Coverage shall be covered as provided in, and shall be subject to the Limit of Liability and Retention applicable to this coverage section; provided the Retention applicable to such **Loss** under this coverage section shall be reduced by the amount of **Loss** otherwise covered by this coverage section which is paid by the **Insureds** as the retention under such Employment Practices Liability Coverage.

Extended Reporting Period

9. If the Company or the **Parent Organization** terminates or does not renew this coverage section, other than termination by the Company for nonpayment of premium, the **Parent Organization** and the **Insureds** shall have the right, upon payment of the additional premium set forth in Item 6(B) of the Declarations for this coverage section, to an extension of the coverage granted by this coverage section for **Claims** that are (i) first made during the period set forth in Item 6(A) of the Declarations for this coverage section (the "Extended Reporting Period") following the effective date of termination or nonrenewal, and (ii) reported to the Company in writing within the time provided in Subsection 11(a) of this coverage section, but only to the extent such **Claims** are for **Wrongful Acts** committed, attempted, or allegedly committed or attempted before the earlier of the effective date of termination or nonrenewal or the date of the first merger, consolidation or acquisition event described in Subsection 16 below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew. The right to purchase an extension of coverage as described in this subsection shall lapse unless written notice of election to purchase the extension, together with payment of the additional premium due, is received by the Company within thirty (30) days after the effective date of termination or nonrenewal. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period.

Limit of Liability and Retention

10. (a) The Company's maximum liability for all **Loss** on account of each **Claim** covered under Insuring Clause 1 shall be the Limit of Liability set forth in Item 3(A) of the Declarations for this coverage section. The Company's maximum aggregate liability for all **Loss** on account of all **Claims** first made during the **Policy Period**, whether covered under one or both Insuring Clauses, shall be the Limit of Liability set forth in Item 3(B) of the Declarations for this coverage section. The Company's maximum liability for all **Defense Costs** and **Settlement Fees** with respect to each **Settlement Program Notice** for which coverage is provided under Insuring Clause 2, and the Company's maximum aggregate liability for all **Defense Costs** and **Settlement Fees** with respect to all such **Settlement Program Notices** first given to the Company during the **Policy Period**, shall be $100,000, which amount is part of and not in addition to the Limit of Liability for each **Policy Period** set forth in Item 3(B) of the Declarations for this coverage section.

(b) Solely in the event that Defense Outside the Limits of Liability Coverage is purchased, as set forth in Item 2 of the Declarations for this coverage section, **Defense Costs** shall be in addition to, and not part of, the applicable Limit of Liability; provided that, when such Limit of Liability is exhausted by payment of **Loss**, other than **Defense Costs**, any obligation of the Company to pay **Defense Costs** or to defend or continue to defend any **Claim** shall cease. If Defense Outside the Limits of Liability Coverage is not purchased, **Defense Costs** shall be part of, and not in

addition to, the Limits of Liability set forth in Item 3 of the Declarations for this coverage section, and the payment by the Company of **Defense Costs** shall reduce and may exhaust such applicable Limits of Liability.

(c) No Retention shall apply to any **Loss** under this coverage section incurred by an **Insured Person** if such **Loss** can not be indemnified by an **Organization** or **Plan** because such **Organization** or **Plan** is either not legally permitted or required to indemnify, or is unable to indemnify, such **Insured Person** by reason of **Financial Impairment**. The Company's liability for all other covered **Loss** (as determined by Subsection 13 of this coverage section, if applicable) shall apply only to that part of **Loss** on account of each **Claim** which is excess of the applicable Retention set forth in Item 4 of the Declarations for this coverage section. Such Retention shall be reduced only by **Loss** otherwise covered under this coverage section and shall be borne by the **Insureds** uninsured and at their own risk.

(d) If different parts of a single **Claim** are subject to different Retentions, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions shall not exceed the largest applicable Retention.

(e) All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Subsection 11(b) of this coverage section, regardless of whether such date is before or during the **Policy Period**.

(f) The limit of liability available during the Extended Reporting Period (if exercised) shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for all **Loss** on account of all **Claims** first made during the immediately preceding **Policy Period**.

Reporting and Notice

11. (a) The **Insureds** shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company written notice of any **Fiduciary Claim** as soon as practicable, but in no event more than the earliest of the following dates:

(i) sixty (60) days after the date on which any **Organization**'s chief financial officer, in-house general counsel, risk manager, president, chief executive officer or chairperson first becomes aware that the **Fiduciary Claim** has been made;

(ii) if this coverage section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased, sixty (60) days after the effective date of such expiration or termination; or

(iii) the expiration date of the Extended Reporting Period, if purchased;

provided that if the Company sends written notice to the **Parent Organization**, at any time before the date set forth in (i) above with respect to any **Claim,** stating that this coverage section is being terminated for non-payment of premium, the **Insureds** shall give to the Company written notice of such **Claim** prior to the effective date of such termination.

(b) If during the **Policy Period** an **Insured**:

(i) becomes aware of circumstances which could give rise to a **Fiduciary Claim** and gives written notice of such circumstances to the Company;

(ii) receives a written request to toll or waive a statute of limitations applicable to **Wrongful Acts** committed, attempted, or allegedly committed or attempted before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Acts** to the Company; or

(iii) gives written notice to the Company of a **Settlement Program Notice**,

then any **Claim** subsequently arising from the circumstances referred to in (i) above, from the **Wrongful Acts** referred to in (ii) above, or from the **Settlement Program Notice** referred to in (iii) above, shall be deemed to have been first made during the **Policy Period** in which the written notice described in (i), (ii) or (iii) above was first given by an **Insured** to the Company, provided any such subsequent **Claim** is reported to the **Company** as set forth in Subsection 11(a) above. With respect to any such subsequent **Claim**, no coverage under this coverage section shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

(c) The **Insureds** shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company such information and cooperation as the Company may reasonably require, and shall include in any notice under Subsection 11(a) or (b) a description of the **Claim** or circumstances, the nature of any alleged **Wrongful Acts**, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants, and the manner in which such **Insured** first became aware of the **Claim** or circumstances.

Defense and Settlement

12. (a) The Company shall have the right and duty to defend any **Claim** covered by this coverage section, even if any of the allegations in such **Claim** are groundless, false or fraudulent. The Company's duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.

(b) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), the Company's liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed:

(i) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**; plus

(ii) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**; subject in all events to the applicable Retention and the available Limit

of Liability for such **Claim**. The remaining thirty percent (30%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above will be borne by the **Insured** uninsured and at its own risk.

(c) The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Defense Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any **Defense Costs**, for any other element of **Loss** incurred, for any obligation assumed, or for any admission made, by any **Insured** without the Company's prior written consent.

(d) The **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company reasonably require and agree that in the event of a **Claim** the **Insureds** will do nothing that could prejudice the Company's position or its potential or actual rights of recovery.

Allocation

13. (a) If in any **Claim** the **Insureds** incur both **Loss** that is covered under this coverage section and loss that is not covered under this coverage section, either because such **Claim** includes both covered and non-covered matters or because such **Claim** is made against both **Insureds** and others, the **Insureds** and the Company shall allocate such amount between covered **Loss** and non-covered loss based on the relative legal and financial exposures of the parties to covered and non-covered matters and, in the event of a settlement in such **Claim**, based also on the relative benefits to the parties from such settlement. The Company shall not be liable under this coverage section for the portion of such amount allocated to non-covered loss.

(b) If the **Insureds** and the Company cannot agree on an allocation of **Loss**:

(i) no presumption as to allocation shall exist in any arbitration, suit or other proceeding; and

(ii) the Company, if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators.

Other Insurance

14. If any **Loss** under this coverage section is insured under any other valid insurance policy(ies), then this coverage section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the applicable retention (or deductible) and limit of liability under such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this coverage section. Any payment by **Insureds** of a retention or deductible under such other insurance shall deplete, by the amount of such payment which would otherwise be covered under this coverage section, the applicable Retention under this coverage section.

Changes in Exposure

Acquisition/Creation of Another Organization

15. If before or during the **Policy Period** any **Organization**:

    (a) acquires securities or voting rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or

    (b) acquires another organization by merger into or consolidation with an **Organization**, such that the **Organization** is the surviving entity,

    such other organization and its **Insureds** shall be **Insureds** under this coverage section, but only with respect to **Wrongful Acts** committed, attempted, or allegedly committed or attempted after such acquisition or creation unless the Company agrees, after presentation of a complete application and all other appropriate information, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted before such acquisition or creation.

    If the total assets of any such acquired organization or new **Subsidiary** exceed fifteen percent (15%) of the total assets of the **Parent Organization** (as reflected in the most recent audited consolidated financial statements of such organization and the **Parent Organization**, respectively, as of the date of such acquisition or creation), the **Parent Organization** shall give written notice of such acquisition or creation to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Company may require and shall pay any reasonable additional premium required by the Company. If the **Parent Organization** fails to give such notice within the time specified in the preceding sentence, or fails to pay the additional premium required by the Company, coverage for such acquired or created organization and its **Insureds** shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any acquired or created organization described in this paragraph, and for the **Insureds** of such organization, shall be subject to such additional or different terms, conditions and limitations of coverage as the Company in its sole discretion may require.

Acquisition by Another Organization

16. If:

    (a) the **Parent Organization** merges into or consolidates with another organization and the **Parent Organization** is not the surviving entity; or

    (b) another organization or person or group of organizations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for the election of or to appoint directors or **Managers** of the **Parent Organization**,

coverage under this coverage section shall continue until termination of this coverage section, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted before such merger, consolidation or acquisition. Upon the occurrence of any event described in (a) or (b) of this Subsection 16, the entire premium for this coverage section shall be deemed fully earned.

The **Parent Organization** shall give written notice of such merger, consolidation or acquisition to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such merger, consolidation, or acquisition, together with such other information as the Company may require. Upon receipt of such notice and information and at the request of the **Parent Organization**, the Company shall provide to the **Parent Organization** a quotation for an extension of coverage (for such period as may be negotiated between the Company and the **Parent Organization**) with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by **Insureds** before such merger, consolidation or acquisition. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and payment of such additional premium, as the Company in its sole discretion may require.

Cessation of Subsidiary

17. In the event an organization ceases to be a **Subsidiary** before or during the **Policy Period**, coverage with respect to such **Subsidiary** and its **Insureds** shall continue until termination of this coverage section, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted while such organization was a **Subsidiary**.

Termination of Plan

18. If an **Organization** terminates a **Plan** before or after the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions, coverage under this coverage section with respect to such terminated **Plan** and its **Insureds** shall continue until termination of this coverage section for those who were **Insureds** prior to or at the time of such **Plan** termination or who would have been **Insureds** at the time of such termination if this coverage section had then been in effect. Such continuation of coverage shall apply with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted prior to or after the date the **Plan** was terminated.

Creation or Acquisition of an ESOP

19. Notwithstanding anything in this coverage section to the contrary, if during the **Policy Period** the **Organization** creates or directly or indirectly acquires an employee stock ownership plan ("ESOP"), the **Organization** shall promptly give to the Company written notice thereof together with such other information requested by the Company. The Company shall, at the request of the **Organization**, provide to the **Organization** a quotation for coverage for **Claims** based upon, arising from, or in consequence of such ESOP, subject to such terms, conditions, limitations of coverage and such additional premium as the Company, in its sole discretion, may require. Unless the **Insureds** accept such quotation and pay such additional premium within thirty (30) days after receipt of the

quotation, no coverage will be available under this coverage section for **Claims** based upon, arising from or in consequence of such ESOP.

Representations and Severability

20. In issuing this coverage section the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Company to issue this coverage section, and (iii) are material to the Company's acceptance of the risk to which this coverage section applies.

    In the event that any of the statements, representations or information in the **Application** are not true and accurate, this coverage section shall be void with respect to (i) any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed, and (ii) the **Organization** to the extent it indemnifies an **Insured Person** who had such actual or imputed knowledge. For purposes of the preceding sentence:

    (a) the knowledge of any **Insured Person** who is a past, present or future chief financial officer, in-house general counsel, chief executive officer, president or chairperson of any **Organization** shall be imputed to such **Organization** and its **Subsidiaries** and their respective **Plans**;

    (b) the knowledge of the person(s) who signed the **Application** for this coverage section shall be imputed to all of the **Insureds**; and

    (c) except as provided in (a) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

CHUBB

ENDORSEMENT

Coverage Section: Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

Effective date of
this endorsement: January 1, 2006

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

NEW JERSEY AMENDATORY ENDORSEMENT TO THE FIDUCIARY LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Subsection 9. Extended Reporting Period of the Fiduciary Liability Coverage Section is amended by deleting the first sentence thereof and replacing it with the following:

   "If the Company or the Insureds terminate or refuse to renew this coverage section, the Parent Organization and the Insureds shall have the right, upon payment of the additional premium set forth in Item 6(B) of the Declarations for this coverage section, to an extension of the coverage granted by this coverage section for Claims that are (i) first made during the period set forth in Item 6(A) of the Declarations for this coverage section (the "Extended Reporting Period") following the effective date of termination or non-renewal, and (ii) reported to the Company in writing within the time provided in Subsection 11(a) of this coverage section, but only to the extent such Claims are for Wrongful Acts committed, attempted, or allegedly committed or attempted before the earlier of the effective date of termination or non-renewal or the date of the first merger, consolidation or acquisition event described in Subsection 16 below."

2. Subsection 9. Extended Reporting Period of the Fiduciary Liability Coverage Section is further amended by adding the following at the end of such Subsection:

   "If money is owed to the Company under this policy, then such Extended Reporting Period will not become effective until all amounts due under this policy are paid and the premium for the Extended Reporting Period is paid when due. Any premium paid for the Extended Reporting Period will be applied first to amounts owed under this policy."

The policy is deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the policy or any endorsement to the policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions comply with the applicable insurance laws of the state of New Jersey.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

Effective date of
this endorsement: January 1, 2006

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

AMEND BENEFITS DUE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that paragraph (b) of Subsection 5, Exclusions, of this coverage section is amended to read in its entirety as follows:

(b) which constitutes (i) benefits due or to become due under any **Plan**, or (ii) benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, including but not limited to **Loss** resulting from the payment of plaintiff attorneys' fees based upon a percentage of such benefits or payable from a common fund established to pay such benefits, except to the extent that:

(A) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation; and

(B) recovery for the benefits is based upon a covered **Wrongful Act**; or

In the event that this endorsement conflicts with any other endorsement to this coverage section, this endorsement shall govern.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: Executive Protection Portfolio Fiduciary Liability Coverage Section (Federal & Vigilant)

Effective date of
this endorsement/rider: January 1, 2006

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 6803-9304

Issued to: American Water Works Company, Inc.

HIPAA CIVIL MONEY PENALTIES ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The definition of **Loss** in Subsection 3 of this coverage section is amended by adding the following exception to subparagraph (d):

   (iv) any civil money penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"); provided the Company's maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** shall be $25,000., which amount shall be part of, and not in addition to, the Company's maximum aggregate Limit of Liability set for in Item 3(B) of the Declarations for this coverage section.

2. No Retention shall apply to **Loss** constituting civil money penalties imposed upon an **Insured** for violation of the privacy provisions of HIPAA.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

Fiduciary Liability Excess Policy

ZURICH

Declarations

Insurance is provided by the following Company:

Zurich American Insurance Company

Policy Number: FLC 9024179 02

Scanned 3/5/07

Item 1. Parent Company and address: American Water Works, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Item 2. Limit of Liability: $10,000,000
Note that the Limit of Liability is reduced or exhausted by Defense Costs.

Item 3. **Underlying Insurance:**

(A) **Primary Policy:**

Insurer	Policy Number	Limit of Liability
CHUBB	6803-9304	$15,000,000

(B) Other Policies:

Item 4. **Policy Period:** From 12:01 A.M. on January 1, 2006
To 12:01 A.M. on January 1, 2007
Local time at the address shown in Item 1.

Item 5. Endorsement(s) Effective at Inception: Numbers 1-4 as attached

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. PLEASE READ CAREFULLY

In witness whereof, the Underwriter issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Underwriter.

ZURICH AMERICAN INSURANCE COMPANY

Authorized Representative

10/19/2006
Date

Thomas A Bradley
President

Secretary

Fiduciary Liability Excess Policy

Claims Made Coverage

ZURICH

In consideration of payment of the premium and in reliance upon all statements made and information furnished to the Zurich American Insurance Company (herein called the Underwriter) and to the Insurers of the **Underlying Insurance,** including the statements made in the application and its attachments and any material submitted therewith, all of which are made a part hereof, and subject to the Declarations and the limitations, conditions, provisions, and other terms of this policy (including any endorsements hereto), the Underwriter, the **Parent Company** and the **Insureds** agree as follows:

I. INSURING CLAUSE

The Underwriter shall provide the **Insureds** with insurance coverage during the **Policy Period** excess of the **Underlying Insurance**. Coverage under this policy shall attach only after all of the Limit(s) of Liability of **Underlying Insurance** has been exhausted by the actual payment of loss(es). Except as otherwise provided herein, coverage under this policy shall then apply in conformance with and subject to the warranties, limitations, conditions, provisions, and other terms of the **Primary Policy** as in effect the first day of the **Policy Period,** together with the warranties and limitations of any other **Underlying Insurance.** In no event shall coverage under this policy be broader than coverage under any **Underlying Insurance.**

II. DEFINITIONS

When used in this policy:

A. **Insured**, either in the singular or plural, means those persons, organizations or benefit programs designated as insureds under the **Primary Policy.**

B. **Parent Company** means the organization designated in Item 1 of the Declarations of this policy.

C. **Policy Period** means the period of time specified in Item 4 of the Declarations of this policy, subject to prior termination in accordance with Subsection III.H. of this policy. If this period is less than or greater than one year, the Limit of Liability specified in Item 2 of the Declarations of this policy shall be the Underwriter's maximum limit of liability under this policy for the entire period.

D. **Primary Policy** means the policy designated in Item 3(A) of the Declarations of this policy.

E. **Underlying Insurance** means all of those policy(ies) designated in Item 3 of the Declarations of this policy.

III. GENERAL CONDITIONS AND LIMITATIONS

A. MAINTENANCE OF UNDERLYING INSURANCE

The Limit(s) of Liability of the **Underlying Insurance** scheduled in Item 3 of the Declarations of this policy shall be maintained during the **Policy Period** in full effect with solvent insurers except for any reduction or exhaustion of the aggregate Limit(s) of Liability available under the **Underlying Insurance** solely by reason of actual payment of loss(es) thereunder. Failure to comply with the foregoing shall not invalidate this policy but the Underwriter shall not be liable to a greater extent than if this condition had been complied with. To the extent that any **Underlying Insurance** is not so maintained, then the **Insureds** shall be deemed to be self-insured for the amount of the Limit(s) of Liability of any such **Underlying Insurance.**

In the event of a change to any **Underlying Insurance** by rewrite, endorsement or otherwise, coverage under this policy shall become subject to such change only if and to the extent the Underwriter's consent to such change is endorsed in writing to this policy. If such consent is not endorsed in writing on to this policy, the Underwriter shall not be liable to a greater extent than it would have been in the absence of such change to the **Underlying Insurance.**

B. REDUCTION/EXHAUSTION OF UNDERLYING LIMITS

In the event and only in the event of the reduction or exhaustion of the Limit(s) of Liability of the **Underlying Insurance** solely as the result of actual payment of loss covered thereunder, this policy shall: (i) in the event of reduction, pay excess of the reduced Limit(s) of Liability of the **Underlying Insurance**, and (ii) in the event of exhaustion, continue in force as primary insurance excess of the retention applicable in the **Primary Policy**, which retention shall be applied to any subsequent loss as specified in the **Primary Policy**.

Notwithstanding any of the terms of this policy which might be construed otherwise, this policy shall drop down only in the event of reduction or exhaustion of the **Underlying Insurance** by the actual payment of loss and shall not drop down for any other reason including, but not limited to, uncollectibility (in whole or in part) of any **Underlying Insurance.** The risk of uncollectibility of such **Underlying Insurance** (in whole or in part) whether because of financial impairment or insolvency of the underlying insurer or for any other reason, is expressly retained by the **Insureds** and is not in any way or under any circumstances insured or assumed by the Underwriter.

C. LIMIT OF LIABILITY

The amount set forth in Item 2 of the Declarations is the maximum aggregate Liability of the Underwriter under this policy with respect to all claims first made during the **Policy Period** against all **Insureds** irrespective of the time of payment by the Underwriter. Defense Costs are part of and not in addition to the Limit of Liability and the payment by the Underwriter of Defense Costs reduces such Limit of Liability.

D. INVESTIGATION AND SETTLEMENT

The Underwriter may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim against any of the **Insureds** for matters covered by this policy even if the **Underlying Insurance** has not been exhausted and the **Insureds** shall give the Underwriter such information and cooperation as it may reasonably require.

E. SUBROGATION

In that this policy is "Excess Coverage," the **Insureds'** right of recovery against any person or entity may not be exclusively subrogated to the Underwriter. Therefore, in the event of any payment under this policy, the Underwriter will act in concert with all other interests (including the **Insureds'**) concerned in the exercise of such rights of recovery. The apportioning of amounts which may be so recovered shall follow the principle that any interests (including the **Insureds'**) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriter is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the interests (including the **Insureds'**) of which this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the **Insureds'**) concerned, in the ratio of their respective recoveries as finally settled.

F. NOTICE

The **Insureds** shall, as a condition precedent to exercising their rights under this policy, give to the Underwriter written notice of any claim or any situation that could give rise to a claim under this policy or any **Underlying Insurance** in the same manner required by the terms and conditions of the **Primary Policy.**

The Underwriter shall be given notice in writing as soon as practicable in the event of (a) the termination of any **Underlying Insurance,** (b) any additional or return premiums charged or allowed in connection with any **Underlying Insurance,** or (c) any change to the **Underlying Insurance** by rewrite, endorsement or otherwise. Written notice to the Underwriter shall be given to Zurich American Insurance Company, One Liberty Plaza, 30th Floor, New York, New York 10006, Attention Executive Assurance Department.

G. ALTERATION

No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an authorized representative of the Underwriter.

H. POLICY TERMINATION

This policy shall terminate at the earliest of the following times:

1. the effective date of termination specified in written prior notice by the **Parent Company** to the Underwriter,
2. sixty (60) days after receipt by the **Parent Company** of a written notice of termination from the Underwriter.
3. upon expiration of the **Policy Period** as set forth in Item 4 of the Declarations,
4. ten (10) days after receipt by the **Parent Company** of a written notice of termination from the Underwriter for failure to pay a premium when due,
5. at such time as may be agreed upon by the Underwriter and the **Parent Company.**

The Underwriter shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Parent Company.** Under any other circumstances the refund shall be computed pro rata.

New Jersey Amendatory Endorsement

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: January 01, 2006

To be attached to and form
a part of Policy Number: FLC 9024179 02

Endorsement Number: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Fiduciary Liability Policy

It is agreed that the Policy Termination section of this policy is deleted in its entirety and is replaced with the following:

A. Pursuant to New Jersey law, this policy cannot be canceled or nonrenewed for any underwriting reason, guideline which arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the **Insured**. The underwriting reasons or guidelines that an Underwriter can use to cancel or nonrenew this policy are maintained by the Underwriter in writing and will be furnished to the **Insured** and/or the **Insured's** lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time of notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. CANCELLATION:

1. The **Parent Company** may cancel this policy by sending prior written notice of the effective date of termination to the Underwriter.
2. The Underwriter may cancel this policy only for nonpayment of premium.
3. If the Underwriter cancels this policy for nonpayment of premium, the Underwriter will mail or deliver a written notice, to the to the **Parent Company** and any person entitled to notice under this policy, at least ten (10) days before the effective date of cancellation. Notice will be sent to the last mailing addresses known to the Underwriter by certified mail, or first class mail, if the Underwriter has obtained from the post office a date stamped proof of mailing showing names and addresses.
4. In the notice of cancellation which is sent to the **Parent Company**, the Underwriter will state the reason for cancellation. For cancellation due to nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
5. The Underwriter need not send notice of cancellation if the **Insured** has replaced coverage elsewhere or specifically requested termination.
6. The Underwriter shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Parent Company**. Under any other circumstances the refund shall be computed pro rata.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. NONRENEWAL

1. If the Underwriter elects not to renew this policy, the Underwriter will mail by certified mail to the **Parent Company**, and mail to the agent, if any, written notice of nonrenewal. The Underwriter will mail this notice to the last mailing addresses known to the Underwriter at least thirty (30) days but no more than onehundredtwenty (120) days prior to the expiration of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its anniversary.
2. Notice will be sent to the last mailing addresses known to the Underwriter by certified mail, or first class mail, if the Underwriter has obtained from the post office a date stamped proof of mailing showing names and addresses.

3. If either one of the following occurs, the Underwriter is not required to provide written notice of nonrenewal:
   a. An **Insured** has obtained replacement coverage; or
   b. Specifically requested termination.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed by: _____ 10/19/2006

Authorized Representative Date

Pending And Prior Litigation Exclusion (Increased Limits)

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: January 1, 2006

To be attached to and form
a part of Policy Number:FLC 9024179 02

Endorsement Number: 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Fiduciary Liability Policy

It is agreed that:

The Underwriter shall not be liable for **Loss** on account of any **Claim** made against any **Insured Person** based upon, arising out of, or attributable to any demand, suit or proceeding pending, or order, decree or judgment entered against the **Company** or any **Insured Person** on or prior to **July 22, 1992**, or the same fact, circumstances or situation underlying or alleged therein.

This endorsement shall only apply to the limits of liability of $5,000,000 excess of $15,000,000 for each Loss and $5,000,000 excess of $15,000,000 for each **Policy Period.**

All other terms and conditions remain unchanged.

Signed by: _____ 10/19/2006

Authorized Representative — Date

Pending And Prior Litigation Exclusion (Increased Limits)

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: January 1, 2006

To be attached to and form
a part of Policy Number:FLC 9024179 02

Endorsement Number: 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Fiduciary Liability Policy

It is agreed that:

The Underwriter shall not be liable for **Loss** on account of any **Claim** made against any **Insured Person** based upon, arising out of, or attributable to any demand, suit or proceeding pending, or order, decree or judgment entered against the **Company** or any **Insured Person** on or prior to **January 1, 2002**, or the same fact, circumstances or situation underlying or alleged therein.

This endorsement shall only apply to the limits of liability of $5,000,000 excess of $20,000,000 for each Loss and $5,000,000 excess of $20,000,000 for each **Policy Period**.

All other terms and conditions remain unchanged.

Signed by: _____ 10/19/2006
Authorized Representative — Date

Reliance Upon Other Insurer's Application

ZURICH

Parent Company: American Water Works, Inc.

Effective Date of Endorsement: 01/01/2006

To be attached to and form
a part of Policy Number: FLC 9024179 02

Endorsement Number: 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Fiduciary Liability Excess Policy

It is understood and agreed that the term "application" shall include the following:

1. all signed applications for this Policy and for any similar policy in an uninterrupted series of policies issued by the Underwriter of which this policy is a replacement, including any attachments or materials submitted in connections with such application(s), and,

2. the written Executive Protection Portfolio Fiducairy Liability Coverage Renewal Application for American Water Works, Inc. signed by the Director, Risk Management dated 11/18/2005 and any attachments thereto or supplemental information provided in connection therewith as part of the underwriting process.

All representations and warranties made in the referenced applications are also made to Zurich American Insurance Company and have been relied upon by Zurich American Insurance Company. All such applications are deemed attached to and incorporated into this Policy.

All other terms and conditions remain unchanged.

Signed by: _____ 10/19/2006
Authorized Representative Date

MARSH

Sharon Sebro
Client Advisor

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036
212 345 3178 Fax 212 345 3706
Sharon Sebro@Marsh.com
www.marsh.com

February 27, 2007

Jim Li
Director, Risk Manager
American Water Works Co., Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Subject: **Excess Fiduciary Liability Insurance**
Zurich American Insurance Company
Policy Number: FLC-9024179 02
Policy Period: January 1, 2007 to January 1, 2008

Dear Jim:

We are pleased to enclose your Excess Fiduciary Liability Insurance policy which was issued by Zurich American Insurance Company for the Policy Period of January 1, 2007 to January 1, 2008. We have checked this policy for accuracy and found it to be accordance with your binding instructions. For you convenience, we have summarized this coverage.

You should review this policy and advise Marsh within 30 days following your receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms.

Limit of Liability: $10,000,000

Attachment: $15,000,000

Annual Premium: $51,542 (including TRIA)

Insuring Agreement:

The underwriter shall provide the Insureds with insurance coverage during the Policy Period excess of the underlying Insurance. Coverage under this policy shall attach only after the Limit(s) of Liability of Underlying Insurance has been exhausted by the actual payment of loss (es). Except as otherwise provided herein, coverage under this policy shall then apply in conformance with the subject to the warranties, limitations, conditions, provisions, and other terms of the Primary Policy as in effect the first day of the Policy Period, together with the warranties and limitations of any other Underlying Insurance. In no even shall coverage under this policy be broader than coverage any Underlying Insurance.

MMC Marsh & McLennan Companies

MARSH

Endorsement to the policy:

1. New Jersey Amendatory Endorsement
2. Pending and Prior Litigation Exclusion ($5mm excess of $15mm) July 22, 1992
3. Pending and Prior Litigation Exclusion Increased Limited ($5mm excess $20mm) January 1, 2002
4. Reliance upon other Insurer's Application

Note: This policy is written on a Claims Made Basis. This policy covers only Claims first made against the Insureds during the Policy Period.

Please read and review the policy carefully and be aware of the Notice Provision:

The Insureds shall, as a condition precedent to exercising any right under this policy, give the underwriter written notice of any Claim as any situation that could give rise to a claim under this policy or any Underlying Insurance in the same manner required and terms and conditions of the Primary Policy.

The Undewriter shall be given notice in writing as soon as practicabe in the event of (a) the termination of any Underlying Insurance, (b) any additional or return premiums charged or allowed in connection with any Underlying Insurance, or(c) any change to the Underlying Insurance by rewrite, endorsement or otherwise. Written notice to the Underwriter shall be given to:

Zurich American Insurance Company
One Liberty Plaxa, 30th Floor
New York, NY 10006
Attn: Excecutive Assurance Department

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions

Please review the attached and should you have any questions or concerns, please feel free to give Margaret Shannon a call at (212) 345- 5918 or me at (212) 345-3178..

Sincerely,

Sharon Sebro
Client Advisor

MARSH

American Water Works Company, Inc.
Fiduciary Liability Insurance
Policy Coverage Summary

Coverage:	Fiduciary Liability Insurance
Parent Organization:	American Water Works Company
Insurer:	Federal Insurance Company (Chubb)
Primary Policy Form:	14-02-7302/14-02-7306
Policy Number:	6803-9304
Policy Period:	January 1, 2007 to January 1, 2008
Aggregate Limit of Liability:	$15,000,000 Each Claim $15,000,000 Each Policy Period
Retention:	$250,000
Pending and Prior Litigation Date:	July 22, 1972
Discovery:	150% of annual premium for period of one year
Annual Premium:	$103,000 plus $1,802.50 surcharge
Insuring Agreement:	***Fiduciary Liability Coverage Clause 1***

The Company shall pay, on behalf of the Insureds, Loss on account of any Fiduciary Claim first made against the Insureds during the Policy Period, or if exercised, during the Extended Reporting Period, for a Wrongful Act committed, attempted or allegedly committed or attempted before or during the Policy Period by such Insureds, or by any person for whose Wrongful Acts the Insureds are legally responsible, but only if such Claim is reported to the Company in writing in the manner and within the time provided in Subsection 11 of this coverage section.

Key Definitions:

Wrongful Act: means with respect to any Plan:

(a) any breach of the responsibilities, obligations, or duties prescribed by ERISA upon fiduciaries of the Sponsored Plan in their capacity as such fiduciaries;
(b) any negligent act, error or omission in the Administration of any Plan committed, attempted or allegedly committed or attempted by an Insured in the Insured's capacity as such ;or
(c) any other matter claimed against an Insured solely by reason of the Insured's service as a fiduciary of any Sponsored Plan.

Insured Person: means:

(a) any past, present or future Executive, Employee or natural person trustee of the Organization or of the Sponsored Plan; and
(b) any past, present or future natural person trustee or fiduciary of a multi-employer plan; if such person in such capacity is added as an Insured Person by specific endorsement to this coverage section.

Sponsored Plan:

means:

(a) any Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each are defined in ERISA, which is operated solely by the Organization or jointly by the Organization and a labor organization solely for the benefit of the Employees or Executives of the Organization located anywhere in the world and which existed on or before the inception date set forth in Item 2 of the Declarations or the General Terms and Conditions or which is created or acquired after such inception date; provided (i) any coverage with respect to any such Plan created or acquired during the Policy Period shall apply only for Wrongful Acts committed, attempted, or allegedly attempted after the effective date of such creation or acquisition and shall be subject to Subsection 15 of this coverage section and (ii) any coverage with respect to an employee stock ownership plan created or acquired during the Policy Period shall be further subject to Subsection 19 of this coverage section;

(b) any other employee benefit plan or program not subject to ERISA which is sponsored solely by the Organization for the benefit of the Employees or Executives, including any fringe benefit or excess benefit plan;

(c) any other plan or program otherwise described in paragraphs (a) or (b) above while such plan or program is being actively developed, formed or proposed by the Organization prior to the formal creation of such plan or program; provided, however, no coverage is afforded under this coverage section for any Claim against an Insured in a settlor or similar uninsured capacity with respect to any plan or program; and

(d) any other plan, fund, or program specifically included as a Sponsored Plan by endorsement to this coverage section.

Sponsored Plan shall not include any employee stock ownership plan created or acquired by the Organization during the Policy Period (except as otherwise provided in Subsection 19 of this coverage section), or any multi-employer plan created before or during the Policy Period.

Loss:

means the amount that any Insured becomes legally obligated to pay on account of any covered Claim, including but no limited to damages (including punitive or exemplary damages, or the multiple portion of any multiplied damages award, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant Insureds, to the Company, or to the Claim giving rise to the damages), judgments, settlements, pre-judgments interest, post-judgment interest, Defense Costs and, solely with respect to Insuring Clause 2, Settlement Fees.

Loss does not include:

(a) any amount not indemnified by the Organization for which the Insured is absolved from payment by reason of any covenant, agreement or court order;

(b) any costs incurred by an Organization or Plan to comply with any order for injunctive or any other non-monetary relief, or to comply with an agreement to provide such relief;

(c) any amount incurred by an Insured in the defense or investigation or any action, proceeding, investigation, or demand that is not then a Claim even if (i) such amount also benefits the defense of a covered claim, or (ii) such action, proceeding, investigation or demand subsequently gives rise to a Claim;

(d) taxes, fines or penalties, except as provided above with respect to punitive or exemplary damages or the multiple portion of any multiplied damages , and except:

(i) the five (5%) or less , or the twenty (20%) or less, civil penalties imposed upon an Insured as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;

(ii) any civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the United Kingdom Occupational Pensions Regulatory Authority, pursuant to the English Pension Scheme Act 1993, the English Pensions Act 1995, or rules or regulations thereunder; provided any coverage for such civil penalties applies only if the funds or assets of the subject plan are not used to fund, pay or reimburse the premium for this coverage section; or

(iii) solely with respect to Insured Clause (2), Settlement Fees;

(e) any amount allocated to non-covered loss pursuant to Subsection 13 of this coverage section; or

(f) any amount not insurable under the law pursuant to which this coverage section is construed, except as provided above with respect to punitive or exemplary damages or the multiple portion of any multiplied damages.

Endorsements:

General Terms and Conditions

1. New Jersey Amendatory
2. Compliance with Applicable Trade Sanction Laws
3. Amend Benefits Due Exclusion
1. HIPAA Civil Money Penalties Endorsement

Exclusions: ***The policy's exclusions are briefly summarized below:***

The Company shall not be liable for Loss on account of any Claim against an Insured:

1. based upon or arising from notice to prior insurer
2. based upon or arising from any Pending and Prior litigation
3. based upon or arising Pollution
4. for Bodily Injury or Property Damage
5. based upon or arising Contractual liability
6. for the failure to comply with Workers' Compensation, Unemployment insurance
7. made against a Subsidiary for any Wrongful Act committed during any time such entity was not a Subsidiary
8. based upon or arising the committing in fact any deliberately fraudulent act or having gained in fact any profit not legally entitled

The Company shall not be liable for Loss, other than Defense Cost:

1. which constitutes the return or reversion to any employer of a contribution or asset of a Plan
2. which constitutes benefits due under any Plan
3. which is based upon or arising from the failure to collect an employer's contributions owed to a Plan

MARSH

Key Provisions:

Notice Provisions:

The Insureds shall, as a condition precedent to exercising any right to coverage under this coverage section, give to the Company written notice of any Fiduciary Claim as soon as practicable, but in not event more than the earliest of the following dates:

(i) Sixty (60) days after the date on which any Organization's chief financial officer, in house general cousel, risk manager, president, chief executive officer or chairperson first become that the Fiduciary Claim has been made;

(ii) If this coverage section expires (or is otherwise terminated) without being renewed and if no Extended Reporting period is purchased, sixty (60) days after the effective date of such expiration or termination; or

(iii) the expiration date of the Extended Reporting Period, if purchased;

Provided that if the Company sends written notice to the Parent Organization, at any time before the date set forth in (i) above with respects to any Claim, stating that this coverage section is being terminated for non-payment of premium, the insureds give to the Company written notice of such Claim prior to the effetive date of such termination.

Notice to the Company of a Claim, or of circumstances which could give rise to a Claim shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, Connecticut 06070-7683

Copy to Marsh:
Attn: Damian Brew
Marsh USA
1166 Avenue of the Americas
New York, NY 10036

Territory: Worldwide

Cancellation: This policy shall terminate at the earliest of the following times.

1) Sixty (60) days after the receipt of the Parent Organization of written notice of termination from the company for any reason other than non-payment of premium.
2) Twenty (20) days after receipt by the Parent Organization pf written notice of termination from the Company for non-payment of premium;
3) Upon receipt of the Company of written notice of termination from the Parent Organization; provided that this policy may not be terminated by the Parent Organization after the effective date of any acquisition of the Parent Organization ;as described in the Changes in Exposure subsection f the applicable coverage section of this policy.
4) Upon expiration of the Policy Period as set forth in Item 2 of the Declarations of these General Terms and Conditions; or
5) at such other time as may be agreed upon by the Company and the Parent Organization

SCR GAIC CPP Schedule

Type: Special Contingency Risks attaching to and forming part of Contract No: **GA 0248**

1. Assured: As per Underwriting Schedule agreed by Insurers and held on Special Contingency Risks File No: **OM 51325 CR**

2. Form: GAIC CPP plus SCR Amendatory Endorsement, Loss of Earnings and Threat Response Expense extensions.

3. Period: From: **1 January 2007**
To: **1 January 2010**
Both days at 00.01 am Eastern Standard Time

4. Insured Persons: As per Underwriting Schedule agreed by Insurers and held on Special Contingency Risks File No: **OM 51325 CR**

5. Situation: **Territorial Limit Worldwide**

6. Premium: **USD 15,115 inclusive of 1% TRIA**

7. Sum Insured: Limits of liability provided:

(i) Ransom: as described in 2.1	**USD**	**20,000,000**	per Insured Event
(ii) Transit: as described in 2.2	**USD**	**20,000,000**	per Insured Event
(iii) Control Risks Group Fees and Expenses: as described in 2.3	**UNLIMITED**		per Insured Event
(iv) Additional Expenses: as described in 2.4	**USD**	**20,000,000**	per Insured Event
(v) Legal Liability: as described in 2.5	**USD**	**20,000,000**	per Insured Event
(vi) Personal Accident: as described in 2.6			
Capital Sum Insured	**USD**	**250,000**	per Insured Person and
	USD	**1,250,000**	each incident aggregate

Benefits per Insured Person	% of capital Sum Insured
Death	100 per cent
Loss of Limb/Sight	100 per cent
Permanent Total Disablement	100 per cent
Loss of Extremity	50 per cent

8. Portion of losses to be borne by the Insured uninsured:

1.	Coinsurance:	Nil
2.	Deductible Amount:	Nil

9. Conditions: This policy has been effected on the assumption that the Assured has not experienced any previous threats or incidents related to events which would be insured under this insurance. The Assured has a duty to disclose to insurers any previous threats or incidents and when disclosed Insurers may amend the terms and conditions of the policy and/or the cost of cover. Failure to make such disclosure may allow insurers to avoid the policy. This is an ongoing responsibility throughout the duration of your policy.

All the terms and conditions as per Policy Wording GAIC CPP plus SCR Amendatory endorsement plus Loss of Earnings and Threat Response Expense extensions.

It is agreed that in respect of Threat Expense Coverage: 'The fees and expenses of the Control Risks Group and/or alternative Security Consultants as previously agreed by Underwriters'.

Loss of Earnings Schedule

LIMITS OF LIABILITY shall be extended as specified in item 2 below.

1.	Franchise Period:	6 hours waiting period in respect of Business Interruption caused directly or solely by an Insured Event.
2.	Limits of Liability:	Business interruption loss will not exceed **USD 20,000,000** Per Insured Event
Fees and Expenses of Control Risks Group:		**UNLIMITED** per Insured Event.

Threat Response Expense Schedule

Underwriters shall be liable for costs and fees incurred in respect of the Services of Control Risks Group or any other independent security firm previously agreed by underwriters as a result of a threat or threats made by a person or a group (without an accompanying ransom or extortion demand) to commit or attempt to :

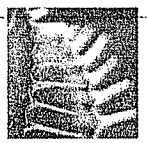
a) inflict bodily harm to, wrongfully abduct or detain an Insured Person

b) damage, destroy or contaminate any property

provided however, such threat or threats are made specifically against the Assured or an Insured Person or the Assured's Property.

It is further agreed that Underwriters shall only be liable in respect of Insured Losses 2.3 and relevant expenses in respect of 2.4. Underwriters' liability under this extension shall not exceed:

USD 100,000 per Insured Event and in the annual aggregate.



For the purpose of this extension, the following definition is added:

Services means the assessment of the threat and the temporary protection of the threatened person(s) or Property for a period not to exceed ninety (90) days from the date the threat is received.

Choice of Law & Jurisdiction:	New Jersey State Law and Jurisdiction to apply.
Recording Transmitting & Storing Information:	Where the broker maintains risk and claim data/information/documents the broker may hold data/information/documents electronically

SCR

GAIC Corporate Protection Insurance

In consideration of the payment of the required premium(s), and subject to the terms, limitations, conditions and exclusions set forth below, Underwriters agree to indemnify the **Assured** in respect of Insured Losses sustained directly because of **Insured Events** which occur during the Period of Insurance - all as defined in this policy. Reference to the Schedule shall determine the Limits of Liability, which shall apply.

1. DEFINITIONS

1.1 **Insured Event** shall be a **Kidnap** or **Extortion** or **Products Extortion** or **Detention** or **Hijack** or a series of connected acts thereof. If it is evident from the demand(s) or the making of such demand(s) that **Kidnaps** and/or **Extortions** and/or **Products Extortions** and/or **Detentions** and/or **Hijacks** are or were carried out in furtherance one of another, they shall be deemed to be connected and to constitute a single **Insured Event**. Nevertheless, there shall be no liability hereunder in respect of a series of **Kidnaps** or **Extortions** or **Products Extortions** or **Detentions** or **Hijacks** the first of which began before the Period of Insurance.

1.2 **Kidnap** shall be the illegal actual or alleged taking, in the Territory specified in item 5. of the Schedule, and holding captive of one or more **Insured Persons** by persons who then demand specifically from assets of the **Assured** or an **Insured Person** a **Ransom** as a condition of the release of such captive(s).

1.3 **Extortion** shall be the making of illegal threats either directly or indirectly to the **Assured** or to an **Insured Person** to:

(i) kill, injure or abduct an **Insured Person**; or

(ii) cause physical damage or loss to **Property**; or

(iii) disseminate, divulge or utilise **Trade Secrets**; or

(iv) introduce a computer virus designed to damage, destroy or corrupt the **Assured's** computerised data;

by persons who then demand a **Ransom** as a condition of not carrying out such threats.

1.4 **Products Extortion** shall be the making of illegal threats to the **Assured** or the production of publicity that the **Assured's Products** will be or have been contaminated, polluted or rendered substandard, by persons who demand a **Ransom** from the **Assured**, either:

(i) as a condition of not carrying out such threats, or

(ii) before providing further information about the affected **Assured's Products.**

1.5 **Detention** shall be the holding under duress in the Territory specified in item 5. of the Schedule of an **Insured Person** for whatever reason and whether by authorities legally constituted in the place of custody or by others. With respect to salary payments only, Underwriters' liability shall be for a period of 72 months or until 60 days after the date on which the **Detention** ceases, whichever shall first occur.

1.6 **Hijack** shall be the illegal holding under duress, for a period in excess of six hours, of an **Insured Person** whilst travelling in or on any aircraft, motor vehicle, railroad train or waterborne vessel or any other form of public or private transport.

1.7 **Ransom** shall be cash and/or marketable goods or services surrendered or to be surrendered by or on behalf of the **Assured** or an **Insured Person(s)** to meet a **Kidnap** or **Extortion** or **Hijack** or **Detention** or **Products Extortion** demand.

1.8 **Assured** shall be as specified in item 1. of the Schedule

1.9 **Insured Person** shall be:

(i) anyone specified in item 4. of the Schedule;

(ii) the spouse, or a domestic partner, or relative, fiance or fiancee, or a lineal descendant or a living ancestor, including step-parents, step-children, step-siblings, foster children, adopted children, adopted parents and spouses thereof, of either an **Insured Person** or the spouse of an **Insured Person;**

(iii) a person normally resident or employed in the household and/or grounds of an **Insured Person;**

(iv) a guest in the home of an **Insured Person;**

(v) a guest or customer of the **Assured** while on the **Assured's Premises,** or on board any vehicle, aircraft or waterborne vessel owned or leased by the **Assured** or an **Insured Person;**

(vi) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom.**

1.10 **Property** shall be all real or personal property, including electronic data located therein, which is owned, controlled or leased by the **Assured** or an **Insured Person** or for which the **Assured** or an **Insured Person** is legally liable.

SCR

1.11 **Assured's Premises** shall be that portion of any real property which is occupied by the **Assured** in the conduct of the **Assured's** business.

1.12 **Assured's Products** shall be products of the **Assured** and/or products which are to be represented as such and/or products which the **Assured** handles.

1.13 **Informant** shall be a person providing information not otherwise obtainable and solely in return for a monetary payment or other award by the **Assured**.

1.14 **Personal Financial Loss** shall be loss suffered by an **Insured Person** solely as a result of the physical inability of a **Kidnap** or **Extortion** or **Detention** or **Hijack** victim to attend to personal financial matters.

1.15 **Trade Secrets** shall be information (including formula, pattern, compilation of data, program, device, method, technique or process), which:

(i) is particular to the **Assured** in the conduct of his business; and

(ii) for reason of its potential commercial value to others, the **Assured** makes constant and conscious efforts not to disclose to any third party.

1.16 **Personal Accident** shall be Loss of Limb, Loss of Sight, Loss of Extremity, **Permanent Total Disablement** or Death sustained by an **Insured Person**, solely and directly as a result of an **Insured Event**, or attempt thereat, provided that such injury causes the death or disablement of the **Insured Person** within 12 calendar months from the date of the incident. Insured Losses shall not exceed those specified in item 7 (vi) of the Schedule.

If an **Insured Person** disappears during the currency of this Insurance and his body is not found within 36 months after his disappearance and sufficient evidence is produced satisfactory to Underwriters that leads them inevitably to the conclusion that he sustained death solely and directly as a result of an **Insured Event**, Underwriters shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such a sum is paid shall sign an undertaking to refund such sum to Underwriters if the **Insured Person** is subsequently found to be living.

1.17 **Loss of Limb** shall be loss by separation or the total and irrecoverable loss of use of a hand at or above the wrist or a foot at or above the ankle.

1.18 **Loss of Sight** shall be loss of sight of one or both eyes which is certified as being entire and irrevocable by a qualified practitioner specialising in ophthalmology and approved by Underwriters.

1.19 **Permanent Total Disablement** shall be disablement which necessarily and continuously disables an **Insured Person** from attending to every aspect of his normal business or occupation for a period of 12 calendar months and, at the end of such period is certified by two qualified medical practitioners approved by Underwriters as being beyond hope of improvement. If the **Insured Person** has no business or occupation the disablement must confine him immediately and continuously to the house and disable him from attending to his normal duties.

1.20 **Loss of Extremity** shall be the permanent physical separation or the total and irrecoverable loss of use of a digit or part thereof or an ear, nose or genital organ or part thereof by deliberate mutilation.

1.21 Masculine gender shall deem to include feminine gender.

2. INSURED LOSSES shall be

2.1 **Ransom** which has been surrendered: in the case of marketable goods or services, Underwriters shall pay the actual cash value thereof at the time of surrender.

2.2 The loss in transit of a **Ransom** by actual damage, destruction, disappearance, confiscation or wrongful abstraction while being conveyed to such persons as have demanded it by any person who is duly authorised to do so by the **Assured** or an **Insured Person.**

2.3 The fees and expenses of the Control Risks Group and/or alternative Security Consultants as agreed by the Leading Underwriter.

2.4 Additional expenses, being expenses necessarily incurred following, and for the duration of, an **Insured Event** by the **Assured** or an **Insured Person(s)** and which shall comprise:

(i) fees and expenses of an independent negotiator engaged by the **Assured** with the prior authorisation of Underwriters;

(ii) fees and expenses of an independent public relations consultant and/or product recall consultants and/or interpreter;

(iii) costs of travel and accommodation incurred by the **Assured** or an **Insured Person;**

(iv) the costs of travel of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country of which the victim is a national and the travel costs of a replacement of a **Kidnap** and/or **Detention** and/or **Hijack** victim and his family to the country in which the **Kidnap** and/or **Detention** and/or **Hijack** occurred. These costs shall only apply once per **Insured Person** per **Kidnap** and/or **Detention** and/or **Hijack;**

(v) fees for independent psychiatric care and/or medical care and/or legal advice incurred prior to the release and within thirty six months following the **Insured Event;**

SCR

(vi) reward paid by the **Assured** or an **Insured Person** to an **Informant** for information which directly leads to the arrest and conviction of parties responsible for an **Insured Event**;

(vii) **Personal Financial Loss**;

(viii) 100% of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** gross salary and bonuses, commissions, costs of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances which were contractually due or could reasonably be expected based on past performance at the time the **Insured Event** occurs and for sixty (60) days following the release;

(ix) 100% of a relative of a **Kidnapped** or **Detained** or **Hijacked Insured Person's** gross salary including bonuses, commissions, cost of living adjustments, foreign tax reimbursements, pension and/or welfare contributions and allowances, who leaves their employment in order to assist in the negotiations for the release of the victim, which were contractually due at the time the **Insured Event** occurs and for sixty (60) days following the release.

(x) 100% of the gross salary including bonuses and allowances for a temporary replacement of a **Kidnapped** or **Detained** or **Hijacked Insured Person** for the duration of the **Kidnap** and/or **Detention** and/or **Hijack** and sixty (60) days thereafter, but shall not exceed the **Kidnapped** or **Detained** or **Hijacked Insured Person's** total remuneration at the time that the **Kidnap** or **Detention** or **Hijack** occurs;

(xi) the costs incurred by the **Assured** for the salaries of employees specifically designated to assist in negotiating on any **Insured Event**, not to exceed the employees base rate of pay. Plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the **Assured** forwards an itemised account of such employees time, services and expenses;

(xii) sums payable by way of interest on loans raised specifically to meet an Insured Loss and in respect of amounts subsequently reimbursed hereunder, provided the loan is repaid within seven days of the **Assured** receiving reimbursement of the same from Underwriters;

(xiii) costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting **Insured Persons** and/or **Property** located in the country where an **Insured Event** has occurred whether or not such **Insured Event** involves such **Insured Persons** and/or **Property**, and on the specific recommendation of the Control Risks Group and/or alternative Security Consultants.

(xiv) costs of communications equipment, recording equipment and advertising incurred solely and directly to obtain the release of a **Kidnapped** or **Detained** or **Hijacked Insured Person**;

(xv) reasonable fees and expenses of independent forensic analysts engaged by the **Assured**;

(xvi) reasonable rest and rehabilitation expenses including meals and recreation incurred by the **Kidnap** and/or **Detention** and/or **Hijack** victim and a spouse and/or children incurred within 6 months following the release of the **Kidnap** and/or **Detention** and/or **Hijack** victim.

(xvii) the reasonable costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an **Insured Person** solely and directly as a result of an **Insured Event**;

(xviii) job retraining costs for the **Kidnap** and/or **Detention** and/or **Hijack** victim, including but not limited to salary of the **Kidnap** and/or **Detention** and/or **Hijack** victim while being re-trained, and costs of external training courses.

(xix) all other reasonable expenses incurred by the **Assured** or **Insured Person(s)** in negotiating the release of a victim.

2.5 Legal Liability, being settlements or awards fees and judgements imposed upon and paid by the **Assured** as a result of an action for damages brought by or on behalf of any **Insured Person(s)** or his or their legal representative or shareholders solely and directly as a result of a **Kidnap** or a **Detention** or a **Hijack** or an **Extortion**. However;

(i) the **Assured** shall neither admit any liability for, nor settle any claim, nor incur any costs or expenses without the prior authorization of Underwriters;

(ii) Underwriters shall have the right to defend any such suit against the **Assured** and may make whatever investigation and settlement of any claim or suit they deem expedient and the law allows, and the **Assured** shall co-operate fully with Underwriters in all things in connection therewith.

Defence costs incurred by Underwriters, or with their prior authorization, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements, awards and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements, awards and judgements.

2.6 **Personal Accident.**

SCR

3. CONDITIONS

3.1 When the **Insured Event** has occurred, or is believed to have occurred, the **Assured** shall:-

(i) inform Underwriters and the Control Risks Group and/or alternative Security Consultant and provide whatever information is required as soon as is practicable and inform (or allow the Control Risks Group and/or alternative Security Consultant to inform) the appropriate authorities responsible for law enforcement in the country where an **Insured Event** has occurred, or is believed to have occurred, of the **Ransom** demand as soon as is practicable having regard to the personal safety of the Victim;

(ii) before agreeing to the payment of any **Ransom**, make every reasonable effort to:-

(a) determine that the **Insured Event** has actually occurred and is not a hoax;

(b) ensure that a senior official of the **Assured** agrees to the payment of the **Ransom**;

(iii) when requesting the reimbursement hereunder of a **Ransom**, be able to demonstrate that such **Ransom** had been surrendered under duress.

3.2 The **Assured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Insured Losses.

3.3 The **Assured** and **Insured Person(s)** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

3.4 In the event of any payment under this policy, Underwriters shall be subrogated to the extent of such payment to all the **Assured's** or **Insured Person(s)'** rights of recovery, and the **Assured** or **Insured Person(s)** shall execute all papers required and shall do everything necessary to enable Underwriters to bring suit in the name of the **Assured** or **Insured Person(s)**.

3.5 Other than as set forth in clause 2.5 hereof, Underwriters' liability hereunder shall in all cases be limited to the amount shown in the Schedule. Specifically, but without limiting the generality of the foregoing, Underwriters' liability shall not be increased because:

(i) the **Assured** may comprise or include more than one legal entity. If more than one legal entity is named in this policy, only the first-named shall have any right to make, adjust, receive or enforce payment of any claim;

(ii) of renewal of this policy. Underwriters' liability shall not be cumulative from one Period of Insurance to another;

(iii) of any other reason whatsoever.

3.6 This policy may be cancelled by Underwriters solely as a result of non-payment of premium by the **Assured**. In such an event, Underwriters shall mail written notice of not less than 30 days of the effective date of cancellation and earned premium shall be calculated on a pro rata basis.

3.7 No assignment of the **Assured's** interest hereunder shall be binding on Underwriters, unless and until their written consent thereto has been obtained and endorsed hereon.

3.8 Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy, or prevent Underwriters from asserting any right under this policy, nor shall the terms of this policy be waived or changed except by endorsement to form part of this policy.

3.9 Failure by Underwriters to exercise or enforce any rights hereunder will not be deemed to be a waiver of such rights nor operate so as to bar the exercise or enforcement thereof at any time thereafter.

3.10 Under Section 2.6 **Personal Accident**, Underwriters will not be liable to pay compensation unless the Medical Advisors appointed by Underwriters shall be allowed as often as it is thought necessary within reason to examine the **Insured Person.**

3.11 It is agreed that the **Assured** shown in item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:

(i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the **Assured's** market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;

(ii) any newly acquired subsidiary whose market value at the date of acquisition is greater than 10% of the **Assured's** market value is automatically covered for a period of 30 days from the date of acquisition, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition and subject to notification of the new subsidiary to Underwriters within the 30 day period.

4. EXCLUSIONS

Underwriters shall not be liable in respect of any losses which are or but for this insurance would be covered under any other insurance, save in excess of such other insurance. Further, Underwriters shall not be liable in respect of any losses caused by or arising from or attributable to any of the following circumstances:

SCR

4.1 The surrender of a **Ransom** in any face to face encounter, unless surrendered by a person who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand.

4.2 The surrender of a **Ransom**, either at the locations where the **Kidnap** or **Detention** or **Hijack** of one or more **Insured Persons** occurs or where the **Extortion** or **Products Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.

4.3 In respect of **Kidnap, Extortion, Products Extortion or Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent, contractor or sub-contractor of the **Assured**, or an **Insured Person** or agent thereof whether acting alone or in collusion with others.

4.4 In respect of **Detention** only:

(i) a **Detention** which is for a period of less than twenty four hours;

(ii) any act or alleged act of the **Assured** or an **Insured Person** which would be a criminal offence if committed by the same party in the State where its headquarters are located or of which he is a national, unless Underwriters determine that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **Assured** or the victim of a **Detention**;

(iii) failure of the **Assured** or an **Insured Person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

SCR

GAIC SCR Amendatory Endorsement

In consideration of the payment of the premium, it is hereby understood and agreed that the following amendments shall be made to the GAIC Corporate Protection Policy;

Definition 1.3 is amended to read;

Extortion shall be the making of illegal threats either directly or indirectly to the **Assured** or to an **Insured Person** to:

(i) kill, injure or abduct an Insured Person; or

(ii) cause physical damage or loss to Property; or

(iii) disseminate, divulge or utilise Trade Secrets or proprietary information including any personal, private or confidential data; or

(iv) introduce a computer virus designed to damage, destroy or corrupt the Assured's computerised data;

by persons who then demand a **Ransom** as a condition of not carrying out such threats.

Definition 1.10 is amended to read;

Property shall be buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile, (including vessels and aircraft), bloodstock and livestock owned or leased by the Assured or an Insured Person for which the Assured or Insured Person is legally liable.

Insured Loss 2.5 is amended to read;

Defence costs incurred by Underwriters, or with their authorisation, are payable in addition to the limit for Legal Liability. However, if the total amount for all settlements or awards fees and judgements to which such costs refer exceeds this limit, this policy shall pay only that proportion of defence costs which the limit bears to the total of such settlements or awards fees and judgements.

Condition 3.10 is amended to read;

Under section 2.6 Personal Accident the following conditions apply:

(i) any **Insured Person** who suffers an incident which caused or may cause disablement within the meaning of this policy must place himself under the care of a qualified medical practitioner approved by Underwriters as early as possible after the incident.

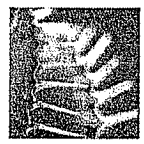
(ii) Underwriters will not be liable to pay compensation unless the medical advisers appointed by Underwriters shall be allowed as often as is thought necessary to examine the **Insured Person**.

Condition 3.11 is amended to read;

It is agreed that the **Assured** shown in item 1. of the Schedule shall be automatically amended to include any newly acquired subsidiary on the following basis:

(i) any newly acquired subsidiary whose market value at the date of acquisition is less than 10% of the **Assured's** market value is automatically covered for the remainder of the policy period, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition;

(ii) any newly acquired subsidiary whose market value at the date of acquisition is greater than 10% of the **Assured's** market value is automatically covered for a period of 30 days from the date of acquisition, provided that with respect to the new acquisition there are no threats or incidents ongoing at the time of acquisition.



Exclusion 4.2 is amended to read;

the surrender of a **Ransom** either at the location where the **Kidnap** of one or more **Insured Person(s)** occurs or where the **Extortion** or **Products Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.

Exclusion 4.3 is amended to read;

In respect of **Kidnap**, **Extortion**, **Products Extortion** or **Hijack** only, a fraudulent, or criminal act of the **Assured**, a director, officer, employee or agent of the **Assured**, or an Insured Person or agent thereof, whether acting alone or in collusion with others.

Exclusion 4.4 (i) is amended to read;

a **Detention** which is for a period of less than six hours;

SCR

Loss of Earnings Extension

Business Interruption Loss suffered by the Insured resulting from the necessary interruption of business caused directly and solely by a Kidnap, Extortion, Detention or Hijack, or an Extortion threat to physically damage any real or tangible property bordering the Insured's Premises which necessarily results in an interruption of the Insured's business. The maximum Limit of Liability for all Business Interruption Loss will not exceed USD 20,000,000 per Insured Event as specified in item 2 of the schedule.
The waiting period for all Business Interruption Loss will be six (6) hours as specified in item 1 of the schedule.

'Business Interruption Loss' means the loss of Earnings, but not exceeding the actual reduction in Earnings, less charges and expenses which do not necessarily continue during the interruption of business, resulting from necessary interruption of business caused directly and solely by an Insured Event.

SCR

Threat Response Expense Extension

Underwriters shall be liable for costs and fees incurred in respect of the Services of Control Risks Group or any other independent security firm previously agreed by underwriters as a result of a threat or threats made by a person or a group (without an accompanying ransom or extortion demand) to commit or attempt to :

a) inflict bodily harm to, wrongfully abduct or detain an Insured Person

b) damage, destroy or contaminate any property

provided however, such threat or threats are made specifically against the Assured or an Insured Person or the Assured's Property.

It is further agreed that Underwriters shall only be liable in respect of Insured Losses 2.3 and relevant expenses in respect of 2.4. Underwriters' liability under this extension shall not exceed :-

USD 100,000 per Insured Event and in the annual Aggregate.

For the purpose of this extension, the following definition is added :

Services means the assessment of the threat and the temporary protection of the threatened person(s) or Property for a period not to exceed ninety (90) days from the date the threat is received.

SCR

Terrorist Risk Insurance Act Endorsement

TRIA Charge:

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Please note that this Certificate does not contain an exclusion that specifically excludes coverage for certified acts of terrorism under the Act. The portion of your annual premium that is attributable to coverage for acts of terrorism is 1%. There is a separate line item designating the premium charge for this coverage above.

If you do not wish to elect to purchase coverage for Acts of Terrorism, as defined by the Act, we must receive written notification of such desire and an exclusion for such coverage will be added to your Policy. If you have any questions regarding this notice, the Act, or the impact of the Act on your policy please do not hesitate to contact SCR.

SCR

V 3.0 Good

Willis

April 13, 2007

Telephone: 610-964-8700
Fax: 610-254-5600
Website: www.willis.com

Direct Line: 610-254-5671
Direct Fax: 610-254-5600
E-mail: brian.grimm@willis.com

Mr. Jim Li
American Water Works Company, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043

Re: American Water Works Company, Inc.
Special Contingency risks Limited
Special Risk (K&R) OM51325CR
1/1/07 – 1/1/10

Dear Mr. Jim Li:

We have received and reviewed the enclosed policy. The policy sets out the benefits and coverage of the insurance we have placed for you in accordance with your instructions. We recommend that you read the policy very carefully. If you consider the policy is not consistent with your instructions or if there are any errors or discrepancies, please advise us as soon as possible.

Regards,

Brian Grimm
Assistant Client Manager
Willis of Pennsylvania, Inc.

Willis of Pennsylvania, Inc.
PO Box 9052
Radnor, PA 19087-9052

28 Great Tower Street, London EC3R 5AT
Telephone: +44 (0)20 7208 5215 Fax: +44 (0)20 7208 5223
E-mail: contactus@scr-ltd.co.uk

Underwriting Schedule

Contract No: GA 0248

In respect of Policy Number: OM 51325

Assured: American Water Works Company, Inc., Thames Water Aqua US Holdings, Inc., and their affiliated, subsidiary and associated companies and/or corporations through the ownership or management of the Insured's interest in partnerships and joint ventures as now exist or may hereafter be constituted or acquired and any party in interest which the Insured is responsible to insure including RWE AG as parent.

Insured Persons: In respect of the above numbered Policy the Insured Persons are:

All Directors, Officers and Employees

Reviewed P. D. Ballard

Signature

Date 12 January 2007

Telephone: +44 (0)20 7208 5215 Fax: +44 (0)20 7208 5223
E-mail: contactus@scr-ltd.co.uk

Private & Confidential

Willis of Pennsylvania, Inc.
P.O.Box 9052
Radnor
PA 19087-9052
U.S.A.

For the attention of: Matt Schott

INVOICE

Policy Number:	OM 51325
Assured:	American Water Works Company, Inc.
Period:	Inception: 1 January 2007 Expiry: 1 January 2010 Both days at 00:01am Eastern Standard Time

Gross Premium: (due from assured)	USD 15,115.00
Commission: (18.75% due to you)	(USD 2,834.06)
Net Premium: (due from you)	**USD 12,280.94**

Please note that the net premium is due for settlement to Special Contingency Risks Limited by 1 **February 2007**.
Please arrange settlement using the following banking details:

Bank:	Lloyds TSB Bank Plc
Address:	City Office Gillingham, Kent England
Sort Code:	30-12-18
BIC Code:	LOYDGB2LCTY
Account Name:	Special Contingency Risks Limited
Account Number:	11240366
IBAN:	GB65LOYD30121811240366

In the event of a query, please contact the following:

Philip Bolton
Client Services Co-ordinator
Special Contingency Risks Limited
+44 (0)20 7208 5236

STARR EXCESS International

BINDER CONFIRMATION - Revised

3 No. of Pages Attachments as previously forwarded

Policy No: 5142211

Broker Name:	Andrew Moulder - Marsh Global Markets (Bermuda) Ltd.
Broker Address:	Craig Appin House, 8 Wesley Street, Hamilton HM 11

Insured Name:	American Waterworks Company, Inc.
Address:	1025 LAUREL OAK RD,VOORHEES, NJ 08043, USA

It is hereby understood and agreed that coverage is bound as follows:

Insurance Company:	Starr Excess Liability Ins. Int'l. Ltd	Policy Period:	1/1/2007 - 1/1/2008	Adjustable/Flat:	Flat
Issuing Carrier:	Starr Excess Liability Ins. Int'l. Ltd	Retro Date:	Not Applicable	Premium:	USD 600,000
Underwriter:	Henry Sutton			Minimum Earned Premium:	**35%**
Date:	January 8, 2007	**FET BENEFIT**: Starr placement provides a waiver of the **4%** Federal Excise Tax Liability for the Insured.		Payment Terms:	Premium due within 10 Days of Inception or Policy will be cancelled retroactively to inception
Issuing Carrier Form:	FF-03 (6/01)				
Coverage Type:	Excess Liability - Follow Form - Occurrence				

Starr Limits

USD 50,000,000	Per Occurrence
USD 50,000,000	Aggregate where Applicable

Part of

USD 75,000,000	Per Occurrence
USD 75,000,000	Aggregate where Applicable

Excess of

USD 100,000,000	Per Occurrence
USD 100,000,000	Aggregate where Applicable

Excess of underlying insurance and self-insured retentions as listed in the lead umbrella

Endorsements:

400.01 Schedule Of Followed Policy And Underlying Excess Policies
401.03S Arbitration & Choice Of Law - Silent on Punitives
402.01 Cancellation Endorsement
403.01 Changes In Followed Policy Endorsement
404.01 Notice Of Claim Reporting Endorsement
405.01 Payment Of Premium Endorsement
457.02 Non Followed Endorsement - Sunrise Coverage With a Limited Reporting Period (Twelve Month Policy)
524.01 Minimum Earned Premium
460.01 Exclusion Of Coverage Relating To Specific Entity(ies)/Operations - RWE AG
541.01 Equal Terms Endorsement for Quota Share

Follow Form:

a) Company:	National Union Fire Insurance Company of Pittsburgh, PA	
b) Policy No.:	9834564	
c) Policy Period:	1/1/2007 - 1/1/2008	
d) Policy Limits:	USD 25,000,000	Each Occurrence
	USD 25,000,000	General Aggregate
	USD 25,000,000	Products / Completed Operations Aggregate
e) Premium:	USD 1,009,608	
f) Policy Form:	80517 (10/04)	
g) Endorsements:	As per Binder dated 12/26/2006 and signed by Michael Meadows.	

Endorsements Starr will not follow:

1. Liberalization Clause, if any
2. Cancellation, non-renewal or change in terms notice requirement
3. Any state specific Uninsured Motorist or state amendatory endorsement
4. CrisisResponse and Excess Casualty Crisis Fund.
5. To Be Determined upon receipt of the lead umbrella

Terms & Conditions: See Attached Terms & Conditions Cover Sheet

Additional Comments:
Federal Excise Tax (FET) is waived for placement with Starr Excess International Limited

Approved By J Sutton

Henry Sutton
Assistant Vice President - Underwriting

Date January 8/2007

STARR EXCESS International

BINDER CONFIRMATION - Revised

Insured Name:	American Waterworks Company, Inc.	
Date & Time:	1/8/07 12:11 PM	Commission: 5 %

TERMS AND CONDITIONS

Any coverage provided in our Policy which may be broader in coverage than the Followed Policy is also subject to a per occurrence retention of USD 100,000,000 but only for that portion which is broader than that afforded in the Followed Policy.

This binder is subject to receipt and favorable review of the following:

a) Complete signed copy of "Followed Policy" (including endorsements and schedules).

b) Complete copy of signed binders (including terms and conditions) for the "Followed Policy" and any underlying policies for all layers that attach beneath the Starr Excess layer.

c) Confirmation of any additional endorsements/amendments/exclusions for the expired lead and underlying policies.

Any restrictive policy terms and/or conditions that apply to underlying policies that are in excess of the followed policy but underlying to the Starr Excess policy will also apply to the Starr Excess limit of liability. Any additional endorsements to the Starr Policy will be determined upon review of the above-required documentation.

Binder is subject to confirmation that any higher layer placed does not attract an equal or higher premium per million than Starr's lower layer, as applicable.

The above binder does not include any amount with respect to Insurance Premium Tax. The terms of our proposal include the obligation of the Insured to reimburse Starr for any Insurance Premium Tax incurred by it with respect to the premiums received from the Insured. Please have the enclosed IPT Questionnaire completed and returned to Starr within 30 days of binding.

OTHER To be as restrictive as any of the underlying to be determined upon receipt of the final binders and information / copies provided, as requested.

TERRORISM SUBJECTIVITIES:

1. We also require receipt of confirmation if any other markets are either including an exclusion or restriction language on Terrorism. If advice is forthcoming after we agree to an exception not to include the "Terrorism Exclusion Endorsement" (516), we reserve our rights to reconsider any exceptions made.

Thank you for the order!

Henry Sutton
Assistant Vice President - Underwriting

STARR EXCESS International

BINDER CONFIRMATION - Revised

3 No. of Pages Attachments as previously forwarded

Policy No: 5142314

Broker Name:	Andrew Moulder - Marsh Global Markets (Bermuda) Ltd.
Broker Address:	Craig Appin House, 8 Wesley Street, Hamilton HM 11
Insured Name:	AMERICAN WATER WORKS COMPANY, INC
Address:	1025 LAUREL OAK RD,VOORHEES, NJ 08043, USA

It is hereby understood and agreed that coverage is bound as follows:

Insurance Company:	Starr Excess Liability Ins. Int'l. Ltd	**Policy Period:**	1/1/2007 - 1/1/2008
Issuing Carrier:	Starr Excess Liability Ins. Int'l. Ltd	**Retro Date:**	01/01/2003
Underwriter:	Henry Sutton	**Premium:**	USD 480,000
Date:	January 8, 2007	**Minimum Earned Premium:**	**35%**
Coverage Type:	Excess Liability – Stand Alone - Occurrence Reported	**Premium Due:**	Premium due within 10 Days of Inception or Policy will be cancelled retroactively to inception
Policy Form:	IOX-004		

FET BENEFIT: Starr placement provides a waiver of the **4%** Federal Excise Tax Liability for the Insured.

Starr Limits

USD 100,000,000	Per Occurrence
USD 100,000,000	Aggregate

Excess of

USD 230,000,000	Per Occurrence

Endorsements:

1135 Lead Exclusion Endorsement
1276 Amendment Of Selic IOX-004 Form Endorsement
1277 Known Or Previously Notified Occurrence Exclusion Endorsement
1320 Fungus Exclusion
1337 Minimum Earned Premium Endorsement
1353 Amended Pollution Exclusion
1371 Silica Exclusion Endorsement
1153 Retroactive Date Endorsement
1250 Exclusion Of Coverage Relating To Specific Entity - RWE AG
TBD Urea - Formaldehyde Exclusion

TERMS AND CONDITIONS

Binders are subject to review if there are any significant changes in operations, exposure or experience prior to Starr's binding. Such significant changes would include any declared or potential "batch" notices by or to the insured.

Binders are subject to confirmation that any higher layer placed does not attract an equal or higher premium per million than Starr's lower layer, as applicable.

All other terms and conditions as per Starr's Excess Liability Policy Form and appropriate endorsements referenced above.

The above Binder does not include any amount with respect to Insurance Premium Tax. The terms of our proposal include the obligation of the Insured to reimburse Starr for any Insurance Premium Tax incurred by it with respect to the premiums received from the Insured. Please have the enclosed IPT Questionnaire completed and returned to Starr within 30 days of binding.

At time of binding, we have not received the following required documentation from the Insured: Signed and completed original:

a) Bermuda Market New Business Application,
b) Starr Signature Page
c) Starr Schedules A, B, and C.

Please note that our binding terms and conditions are subject to receipt, review and acceptance of these outstanding items. We request that these be forwarded to us within 30 days of binding.

Please advise your client that we cannot release Policy documentation without receipt of the required completed and signed application. If we do not have signed and completed Schedules A, B and C, we may issue the documentation without these, but we will endorse the Policy to show that they do not apply. Once the Schedules are received, they will be reviewed and endorsed to the Policy if acceptable.

OTHER To be as restrictive as any of the underlying to be determined upon receipt of the final binders and information / copies provided, as requested.

STARR EXCESS International

BINDER CONFIRMATION - Revised

Insured Name:	AMERICAN WATER WORKS COMPANY, INC
Date & Time:	1/8/07 2:50 PM

Commission: 5 %

TERRORISM SUBJECTIVITIES:

1. We also require receipt of confirmation if any other markets are either including an exclusion or restriction language on Terrorism. If advice is forthcoming after we agree to an exception not to include the "Terrorism Exclusion Endorsement" (1322), we reserve our rights to reconsider any exceptions made.

Thank you for the order!

Henry Sutton
Assistant Vice President - Underwriting

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 16:

Please provide a copy of all current debt covenants requiring minimum cash compensating balances for Tennessee American Water Company.

Response:

There are none.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/John Watson

Discovery Request No. 17:

Please provide a copy of all current contract agreements between TAWC and its management service companies.

Response:

Please see the response to discovery request TRA-1-32 for a copy of the contract between TAWC and AWWSC. In addition, please see the attached copies of the agreements between TAWC and American Water Capital Corp and American Water Resources.

FINANCIAL SERVICES AGREEMENT

THIS AGREEMENT, dated as of June 15, 2000, by and between Tennessee-American Water Company (the "Company") and American Water Capital Corp. ("AWCC").

BACKGROUND

The Company currently performs its own financial services.

However, the Company has determined that it can obtain these services more efficiently through the consolidation of certain necessary management and staff functions with those performed for other entities that may enter into agreement with AWCC substantially similar to this one ("Co-Participants").

AWCC is dedicated to performing such consolidated functions.

Accordingly, the parties have determined to enter into this Agreement for the provision of financial services by AWCC to the Company and for the proper determination and allocation of the costs of providing such services.

Therefore, the parties agree as follows:

AGREEMENT

1. Services. AWCC will provide, either directly or through arrangements with third parties for the benefit of the Company, such financial services as the Company and AWCC may from time to time agree, including but not limited to those more fully described in Appendix I attached to this Agreement.

2. Costs. In consideration of the provision of the services contemplated by paragraph 1, the Company agrees to pay AWCC a portion of the costs and appropriate overhead incurred by AWCC in providing those services, as follows. The costs incurred by AWCC in connection with its bank credit lines and short-term public borrowings will be divided among the Co-Participants in proportion to the maximum principal amount that each Co-Participant requests be made available to it during the course of a year. The costs incurred by AWCC in connection with each long-term borrowing by AWCC will be divided among each Co-Participant in proportion to the principal amount of that borrowing that is loaned to that Co-Participant. AWCC's overhead will be allocated among the Co-Participants in the same proportion as each Co-Participant's long-term and maximum, requested short-term borrowings and investments in a calendar year bear to all of the long and maximum short-term borrowings and investments by all Co-Participants during the same year.

3. Statements. AWCC will prepare and deliver to the Company monthly statements of the services provided by AWCC and amounts payable to AWCC, giving effect to

all the provisions of this Agreement. The Company shall pay the net amount shown on its statement within thirty (30) days after the billing date.

4. Inspection. Upon reasonable notice, AWCC will make available to the Company for its inspection AWCC's books, records, bills, accounts and any other documents which describe or support the costs allocated to the Company under this Agreement.

5. Obligations Not Joint. AWCC and the Company expressly agree: (a) that the obligations of the Company and each Co-Participant to AWCC are several and not joint; (b) that the Company will not be responsible to any Co-Participant, to AWCC or to any assignee or creditor of AWCC for any payment in excess of payments due by the Company to AWCC under this Agreement or a Note in the form attached to this Agreement; and (c) that no Co-Participant will be responsible to the Company, to any other Co-Participant, to AWCC or to any assignee or creditor of AWCC for any payment in excess of payments due by that Co-Participant to AWCC under any agreement substantially similar to this Agreement or under any Note attached to that other agreement. AWCC covenants and agrees that it will require, as a condition to its entering into any such other agreement with a Co-Participant, that such other agreement contains the same provision as that contained in the immediately preceding sentence.

6. Notes. The Company's borrowings under this Agreement will be evidenced by one or more promissory notes in the form of Exhibit A or Exhibit B attached to this Agreement.

7. Non-Exclusivity. Nothing in this Agreement prohibits or restricts the Company from borrowing from third parties, or obtaining services described in this Agreement from third parties, whenever and on whatever terms it deems appropriate.

8. Effectiveness. This Agreement shall be effective as of June 15, 2000, provided that, if prior approval by the regulatory commission of any jurisdiction is required before this Agreement may become effective as to the Company, or before AWCC may provide a particular service hereunder to the Company, this Agreement shall not be effective as to the Company or as to that service, as the case may be, unless and until the required approval has been obtained. Unless and until this Agreement becomes effective as to the Company in whole or in part, the Company shall not be entitled to the benefits of, nor shall it have any rights or duties under, this Agreement. This Agreement may be amended or rescinded only by written instrument signed by the Company and AWCC.

9. Termination. The Company may terminate its participation in this Agreement by giving ten (10) days prior written notice of such termination to AWCC; and (b) AWCC may terminate this Agreement by giving ninety (90) days prior written notice of such termination to the Company. Termination of this Agreement will not affect: (a) the Company's obligations under any Promissory Notes; (b) any party's obligations with respect to any amounts owing under Sections 2 and 3 of this Agreement (including such amounts attributable to obligations of any terminating party under any Promissory Notes that remain outstanding after this Agreement is terminated as to that party); or (c) AWCC's obligations to repay any investments made by a Company pursuant to Appendix I.

10. Copies. This Agreement may be executed by the parties in one or more copies and each executed copy shall be considered an original.

In witness of the foregoing, each of the Company and AWCC has caused its respective corporate seal to be affixed to this Agreement and has caused this Agreement to be signed on its behalf by its duly authorized officers.

ATTEST:

By: _____
Herbert A. Miller, Jr.
Secretary

TENNESSEE-AMERICAN WATER COMPANY

By: _____
William F. L'Ecuyer
President

ATTEST:

By: _____
Title: W. Timothy Pohl
Vice President and Secretary

AMERICAN WATER CAPITAL CORP.

By: _____
Name and Title: Joseph F. Hartnett, Jr.
Vice President and Treasurer

APPENDIX I

DESCRIPTION OF FINANCIAL SERVICES

Set forth below is a list of the services which AWCC agrees to provide to the Company upon its request pursuant to the Agreement to which this Appendix is attached.

1. Short-Term Loans. AWCC will provide Short-Term Loans to the Company pursuant to the terms set forth in the promissory notes to be issued by the Company to AWCC, each substantially in the form attached to this Agreement as Exhibit A.

2. Long-Term Borrowings. AWCC will provide loans other than Short-Term Loans to the Company pursuant to the terms set forth in the promissory notes to be issued by the Company to AWCC, each substantially in the form attached hereto as Exhibit B.

3. Cash Management. Cash not required by the Company to pay its daily disbursements or to pay when due the principal of and interest on, the Company's borrowings from AWCC other than Short-Term Loans will be used by AWCC first to reduce the outstanding principal balance of the Company's Short-Term Loans owing to AWCC and any excess will be deemed to be invested with AWCC and will earn a daily rate of interest that is equal to the interest income earned by AWCC on those funds. Upon the request of that Company, AWCC shall execute one or more promissory notes in favor of the Company, in form and substance substantially similar to the Promissory Note attached as Exhibit A to the Agreement as evidence of such investment.

EXHIBIT A
PROMISSORY NOTE
FOR SHORT-TERM LOANS

$_____ _____, 2000

FOR VALUE RECEIVED, [NAME OF COMPANY], a _____ corporation (herein "Borrower") hereby promises to pay ON DEMAND to the order of American Water Capital Corp., a Delaware corporation ("Lender"), in same day funds at its offices at Voorhees, New Jersey or such other place as Lender may from time to time designate, the principal sum of _____ dollars ($_____) (the "Maximum Principal Sum"), or such lesser amount as shall equal the aggregate unpaid principal amount of the loans made by Lender to Borrower (other than loans evidenced by a promissory note under which the principal amount is due and payable in one or more scheduled installments more than one year after the date of its issue), together with interest thereon from the date hereof until paid in full. Interest will be charged on the unpaid outstanding principal balance of this Note at a rate per annum equal to Lender's actual cost of funds to make such loan, such rate to change as Lender's actual cost of funds changes. Interest on borrowings shall be due and payable on the first business day of each month, commencing with the first business day of the month after the month in which this Note is executed. In the absence of manifest error, the records maintained by Lender of the amount and term, if any, of borrowings hereunder shall be deemed conclusive.

Borrower may borrow, repay and reborrow hereunder in amounts which do not, in the aggregate outstanding at any time, exceed the Maximum Principal Sum.

The occurrence of one or more of any of the following shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due hereunder or under any other promissory note between Lender and Borrower within five business days after the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or any of its property, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation of law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by Borrower for the purposes of effecting any of the foregoing; or

(c) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, trustee or liquidator of

Borrower or any of its property, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

Upon the occurrence of any event of default, the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Lender hereunder shall, at the option of Lender, become due and payable immediately. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender by law, equity, statute or otherwise.

Borrower hereby waivers presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor in connection with any default in the payment of, or any enforcement of the payment of, all amounts due hereunder. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

Following the occurrence of any event of default, Borrower will pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, and other advisors employed by Lender), incurred by Lender in the exercise of any of its rights, remedies or powers hereunder with respect to such event of default, and any amount thereof not paid promptly following demand therefor shall be added to the principal sum hereunder and will bear interest at the contract rate set forth herein from the date of such demand until paid in full. In connection with and as part of the foregoing, in the event that this Note is placed in the hands of an attorney for the collection of any sum payable hereunder, Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed hereunder, as well as all costs, disbursements and allowances provided by law.

If for any reason one or more of the provisions of this Note or their application to any entity or circumstances shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note inures to the benefit of Lender and binds Borrower and Lender's and Borrower's respective successors and assigns, and the words "Lender" and "Borrower" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

This Promissory Note is one of the promissory notes referred to in the Financial Services Agreement dated as of June 15, 2000 between Borrower and Lender to which reference is made for a statement of additional rights and obligations of the parties hereto.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note the day and year first written above.

[BORROWER]

By:_____
Name and Title:

EXHIBIT B
PROMISSORY NOTE
FOR LONG-TERM BORROWINGS

$_____ _____, 2000

FOR VALUE RECEIVED, [NAME OF COMPANY], a _____ corporation (herein "Borrower") hereby promises to pay to the order of American Water Capital Corp., a Delaware corporation ("Lender"), in same day funds at its offices at _____ or such other place as Lender may from time to time designate, the principal sum of _____ dollars ($_____), together with interest thereon from the date hereof until paid in full. Interest shall be charged on the unpaid outstanding principal balance hereof at a rate per annum equal to the rate paid and to be paid by Lender with respect to the borrowings it made in order to provide funds to Borrower hereunder. Interest on borrowings shall be due and payable in immediately available funds on the same business day on which the Lender must pay interest on the borrowings it made in order to provide funds to the Borrower hereunder. The principal amount hereof shall be due and payable hereunder at such times and in such amounts and in such installments hereunder as the Lender must pay with respect to the borrowings it made in order to provide funds to the Borrower hereunder. Lender has provided Borrower with a copy of the documentation evidencing the borrowings made by Lender in order to provide funds to Borrower hereunder. In the absence of manifest error, such documentation and the records maintained by Lender of the amount and term, if any, of borrowings hereunder shall be deemed conclusive.

The occurrence of one or more of any of the following shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due hereunder or under any other promissory note between Lender and Borrower within five business days after the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or any of its property, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation of law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by Borrower for the purposes of effecting any of the foregoing; or

(c) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, trustee or liquidator of Borrower or any of its property, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

Upon the occurrence of any event of default, the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Lender hereunder shall, at the option of Lender, become due and payable immediately. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender by law, equity, statute or otherwise.

Borrower hereby waivers presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor in connection with any default in the payment of, or any enforcement of the payment of, all amounts due hereunder. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

Following the occurrence of any event of default, Borrower will pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, and other advisors employed by Lender), incurred by Lender in the exercise of any of its rights, remedies or powers hereunder with respect to such event of default, and any amount thereof not paid promptly following demand therefor shall be added to the principal sum hereunder and will bear interest at the contract rate set forth herein from the date of such demand until paid in full. In connection with and as part of the foregoing, in the event that this Note is placed in the hands of an attorney for the collection of any sum payable hereunder, Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed hereunder, as well as all costs, disbursements and allowances provided by law.

If for any reason one or more of the provisions of this Note or their application to any entity or circumstances shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note inures to the benefit of Lender and binds Borrower and Lender's and Borrower's respective successors and assigns, and the words "Lender" and "Borrower" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

This Promissory Note is one of the promissory notes referred to in the Financial Services Agreement dated as of June 15, 2000 between Borrower and Lender to which reference is made for a statement of additional rights and obligations of Lender and Borrower.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note the day and year first written above.

[BORROWER]

By:_____
Name and Title:

GAC LEASE AGREEMENT

CHATTANOOGA, TENNESSEE

This AGREEMENT made this _____day of_____, 2003, between American Water Resources, Inc., a Virginia corporation, having its principal office at 1025 Laurel Oak Road, Voorhees, New Jersey (hereinafter "ACS"); and Tennessee- American Water Company, a Tennessee corporation, having its principal office in Chattanooga, Tennessee (hereinafter "Tennessee");

WHEREAS, ACS provides custom Granular Activated Carbon ("GAC") and carbon reactivation services to the potable water industry; and

WHEREAS, Tennessee has a need for GAC for the purpose of Taste & Odor, ("T&O") control at its Chattanooga, Tennessee water plant; and

WHEREAS ACS is willing to provide GAC to Tennessee on a lease basis; and

WHEREAS, Tennessee desires to contract with ACS to provide for all GAC that Tennessee will contract for in 2004, 2005 and 2006.

NOW THEREFORE, in consideration of the mutual promises contained herein, Tennessee and ACS agree as follows:

A. SERVICES

1. ACS will pick up spent GAC requiring reactivation from the filters during the fourth quarters of 2003, 2004 and 2005 in accordance with Exhibit C, hereto, and transport the spent GAC to the GAC reactivation plant in Columbus, Ohio during the initial term of this contract on a schedule agreed to by the parties. ACS will provide all equipment and labor to operate the equipment for the removal and replacement of all GAC at the Chattanooga,

Tennessee water plant. Equipment shall include, but not be limited to eductors, transfer hose, booster pump and all-miscellaneous fittings and connections to permit the filter media removal.

2. ACS will reactivate all spent GAC and will return all reactivated GAC meeting the quality control specifications, set forth in Exhibit A, hereto. At the time of delivery of the GAC, ACS will provide Quality Control Data, i.e., Certificate of Analysis for each truckload of GAC. ACS will provide all virgin carbon required for make up returning to Tennessee the required volume fill for each filter. Tennessee acknowledges that ACS has title to and is the owner of all GAC supplied by ACS under this Agreement. Tennessee may not remove the GAC from the filters or cause the GAC to be removed except for emergency maintenance in accordance with the terms of this Agreement.

3. ACS will perform testing on all carbon supplied under this Agreement every six months. The first testing shall occur during the month of May 2004. The testing shall include Iodine Number, Apparent Density, Abrasion Number, Total Ash and Screen Analysis.

4. After the GAC has been in the filter for thirty-six (36) months, Tennessee may, during the terms of this Agreement; elect to (a) have ACS reactivate the GAC in accordance with paragraphs B.1, B.2, B.3 or B.4. of this Agreement, (b) have ACS remove the GAC in accordance with paragraph B.5. below or (c) maintain the GAC in service for a period not to exceed one (1) year in accordance with paragraph B.5.

5. Tennessee will provide the necessary water, electricity and suitable drainage to accomplish the transfer of all GAC into and out of Tennessee's filters.

B. CONSIDERATION

1. Tennessee shall pay ACS for the services provided under clauses 1 through

3 of Section A, a monthly fee of $1,297.46 per Aldrich filters #1, and #3, and $568.03 per conventional filters #13 - #20, beginning on the first day of January following installation of GAC in the filters in 2003 and each month thereafter for thirty-five (35) months.

2. Tennessee will pay to ACS for the services provided under Clauses 1 through 3 of Section A, a monthly fee of $1,342.53 per Aldrich filters #4, #6 and #8 and $587.76 per convention filters #1 - #6, beginning on the first day of January following installation of GAC in the filters in 2004 and each month thereafter for thirty-five (35) months.

3. Tennessee will pay to ACS for the services provided under Clauses 1 through 3 of Section A, a monthly fee of $1,376.85 per Aldrich filters #2, #5, and #7, and $602.78 per conventional filters #7 -#12 beginning on the first day of January following installation of GAC in the filters in 2005 and each month thereafter for thirty-five (35) months.

4. In the event that Tennessee elects to maintain the GAC in service beyond the normal thirty-six (36) month warranty period, Tennessee shall pay ACS a monthly fee of one-half of the applicable monthly fee shown in Section B.1, B.2, or B.4 per filter for all months beyond thirty-six (36) that the GAC is in service.

5. If Tennessee elects to terminate this Agreement as provided in Section D below, not enter into a renewal agreement or otherwise have the GAC removed from the filters, ACS will provide the services in Section A.4 and Tennessee will pay ACS for the actual cost of such services. The payment shall be due in thirty (30) days after the invoice date.

C. WARRANTY

1. ACS warrants that the GAC supplied under this Agreement under Sections B.1, B.3 and B.4 will, for a period of thirty-six (36) months after installation, provide acceptable T&O control as detailed in Exhibit B, hereto, as well as meet all state criteria regarding filter media specifications.

D. TERM

1. The initial term of this Agreement shall begin upon installation of GAC filters in the fourth quarter of 2003 as shown in Exhibit C, hereto, and continue for a period of sixty (60) months. At the end of the initial term, this Agreement shall be automatically extended on a month-to-month basis unless and until Tennessee provides not less than thirty (30) days prior written notice to ACS of termination, provided, however, that any such extension shall not extend the warranty of any GAC covered under Section C beyond thirty-six (36) months after installation.

E. FORCE MAJEURE

Either party hereto shall be excused to the extent that its performance is prevented by any circumstance reasonably beyond its control, including, but not limited to, fire, explosion, strike, labor dispute, war, act of God, riot, or action of any governmental authority.

F. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee without giving effect to conflict of law principles.

G. NOTICES

All notices required under this Agreement shall be given by Certified Mail, Return Receipt Requested and shall be deemed made when deposited in the U.S. Mails properly addressed, with postage prepaid, as follows:

American Water Resources, Inc.
1025 Laurel Oak Road
Voorhees, NJ 08043
Attn: President

Tennessee-American Water Company
1101 Broad Street
Chattanooga, TN 37402
Attn: President

H. TAXES

The fees provided for in this Agreement to be paid by Tennessee do not include any taxes or other assessments. Tennessee agrees to pay all taxes or assessments imposed on the services to be provided by ACS except penalties and fines on civil or criminal judgments or settlements arising from a regulatory, administrative, legal or judicial action.

I. MISCELLANEOUS

1. This Agreement shall not be assignable by either party without the written consent of the other party, which consent shall not unreasonably be withheld. Any assignees shall assume all the obligations of this Agreement and the assignor shall not be relived of its obligations under this Agreement by reason of an assignment.

2. This Agreement constitutes the entire Agreement between the parties. All

previous representations relative hereto, either written or oral, are hereby annulled and superseded. No modifications shall be binding on either party unless it shall be in writing and signed by an authorized officer of both parties.

3. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement nor a waiver of a subsequent breach of the same provision or condition unless such waiver be so expressed in writing and signed by the party to be bound.

4. If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provisions did not exist and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

5. ACS hereby agrees to indemnify, defend and save harmless Tennessee against any and all liability, loss, damage, costs or expense which Tennessee may incur, suffer or be required to pay by any release of hazardous materials, hazardous wastes or hazardous substances, which release arises out of or occurs in connection with the acts of transportation, handling, treatment, storage, disposal or other activity in connection with the GAC which is the subject hereof for any cause of action whatsoever nature arising from or as a result of ACS's failure to perform in accordance with this Agreement or ACS's violation of any Federal, State or local laws or regulations in its performance under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ACCEPTED AND AGREED:
TENNESSE-AMERICAN
WATER COMPANY

By: _____

Title: President

Date: _____

ACCEPTED AND AGREED:
AMERICAN WATER RESOURCES, INC.

By: _____

Title: President

Date: _____

EXHIBIT A

GRANULAR ACTIVATED CARBON PROPERTIES

Iodine Number	800 minimum
Density	28-30 lb/cubic ft.
Effective Size	0.8-1.0 mm
Uniformity Coefficient	2.1 maximum
Moisture	2% maximum
Abrasion Number	75 minimum
Typical Mesh Size	8 X 30 mm

EXHIBIT B

WARRANTY

ACS warrants that under normal conditions, the GAC provided under this Agreement shall perform the function of adsorption of dissolved organics, which contribute to taste and odors during the life of the warranty. For purposes of warranty, effective T&O control is defined as the reduction of adsorbable dissolved odors such that the threshold order number of the GAC filtered water as measured by the procedure defined in "Standard Methods for the Examination of Water and Wastewater", 20th Edition, shall not persistently exceed two (2) in the GAC filtered plant effluent for four (4) consecutive days with the treatment plant in normal operation. The warranty will begin on the date of installation of the GAC and continue for thirty-six (36) months thereafter. The warranty is contingent on the following:

A. If the concentration of organics in the raw water supply should greatly exceed general background levels, as in the case of an accidental industrial discharge, chemical spill or other adversity, it may be necessary for Tennessee to initiate emergency procedures such as a complete bypass of contaminated water during the course of abnormal conditions. If emergency measures are not taken immediately to prevent the GAC from being exposed to excessive levels of organic contaminants the warranty will be voided.

B. Normal treatment of the water prior to GAC filtration shall continue to be practiced. This includes suitable disinfection, coagulation and clarification of the raw water and stabilization of the clarified water before GAC filtration.

C. Average and maximum filtration rates will not exceed 6.1 and 9.2 gallons per minute per square foot, respectively.

D. The GAC shall be maintained by Tennessee in the filters with the exception of a possible loss of up to one (1) inch of GAC bed depth per year due to attrition. If losses should exceed one (1) inch of bed depth in any filter during any one- (1) year of operation, the excess GAC loss will be replaced. Tennessee shall pay ACS for any such replacement of GAC.

E. The water plant filters shall be maintained in good operating condition and in accordance with accepted industry practice. If the GAC fails to perform due to encrustation inorganic precipitates, this shall not be considered to be a breach of the warranty and Tennessee shall bear the cost of cleaning the GAC to restore performance, in accordance with procedures provided by ACS. Should the GAC during the warranty period fail to perform in accordance with the warranty, ACS shall, at its sole option, either reactivate

or replace all or part of the GAC to restore its capability to meet the warranty. All cost to bring the GAC back into compliance with the terms of this warranty shall be for the account of ACS.

EXCEPT AS SET FORTH IN THIS EXHIBIT B, ACS MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE GAC OR THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. ACS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF THIS WARRANTY. TENNESSE'S SOLE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE TO REQUIRE ACS TO EITHER REACTIVATE OR REPLACE CARBON AS PROVIDED ABOVE.

EXHIBIT C

Year	Filters	GAC per Filter (cu. ft.)	Total GAC (cu. ft.)
Nov./Dec. 2003	Aldrich #1 & #3 Conv. Filters 13-20	1,844 cubic ft. 807.3 cubic ft.	3,688 cubic ft. 6,458 cubic ft.
Nov./Dec. 2004	Aldrich #4, #6, & #8 Conv, Filters 1-6	1,844 cubic ft. 807.3 cubic ft.	5,532 cubic ft. 4,843 cubic ft.
Nov./Dec. 2005	Aldrich #2, #5, & #7 Conv. Filters 7-12	1,844 cubic ft. 807.3 cubic ft.	5,532 cubic ft. 4,843 cubic ft

CHATTANOOGA, TN LEASE 2004

Price (virgin/react blend)	= $0.76/lb.
Amount	= 304,392 lbs.
Term	= 36 months (Aldrich #1 and #3, Filters #13 - #20)
Interest Rate	= 7½ % per year (lease)
Total Amount	= $0.76/lb. X 304,392 lbs. = $231,337.92
Total Amount with interest	= $259,057.72
Monthly Lease payment	= $7,196.05
	$25.53 per cubic foot

CHATTANOOGA, TN LEASE 2005

Price (react blend)	= $0.78/lb.
Amount	= 311,274 lbs.
Term	= 36 months (Aldrich #4, #6, and #8, Filters #1 - #6)
Interest Rate	=7½ % per year (lease)
Total Amount	= $0.78/lb. X 311,274 lbs. = $242,793.72
Total Amount with interest	= $271,886.20
Monthly lease payment	= $271,886.20 ÷ 36 months = $7552.39
	$26.21 per cubic foot

CHATTANOOGA, TN LEASE 2006

Price (react blend)	= $0.80/lb.
Amount	= 311,274 lbs.
Term	= 36 months (Aldrich #2, #5, and #7, Filters #7 - #12)
Interest Rate	= 7.5 % per year (lease)
Total Amount	= $0.80/lb. X 311,274 lbs. = $249,019.20
Total Amount with interest	= $278,857.64
Monthly lease payment	= $278,857.64 ÷ 36 months = $7,746.05
	$26.88 per cubic foot

GAC LEASE AGREEMENT

CHATTANOOGA, TENNESSEE

This AGREEMENT made this 26th day of July, 2000, between American Water Resources, Inc.: (dba American Carbon Services) a Virginia corporation, having its principal office at 1025 Laurel Oak Road, Voorhees, New Jersey (hereinafter "ACS"); and Tennessee- American Water Company, a Tennessee corporation, having its principal office in Chattanooga, Tennessee (hereinafter "Tennessee");

WHEREAS, ACS provides custom Granular Activated Carbon ("GAC") and carbon reactivation services to the potable water industry; and

WHEREAS, Tennessee has a need for GAC for the purpose of Taste & Odor, ("T&O") control at its Chattanooga, Tennessee water plant; and

WHEREAS ACS is willing to provide GAC to Tennessee on a lease basis; and

WHEREAS, Tennessee desires to contract with ACS to provide for all GAC that Tennessee will contract for in 2000, 2001 and 2002.

NOW THEREFORE, in consideration of the mutual promises contained herein, Tennessee and ACS agree as follows:

A. SERVICES

1. ACS will pick up spent GAC requiring reactivation from the filters during the fourth quarters of 2000, 2001 and 2002 in accordance with Exhibit C, hereto, and transport the spent GAC to the GAC reactivation plant in Columbus, Ohio during the initial term of this contract on a schedule agreed to by the parties. ACS will provide all equipment and labor to operate the equipment for the

removal and replacement of all GAC at the Chattanooga, Tennessee water plant. Equipment shall include, but not be limited to eductors, transfer hose, booster pump and all-miscellaneous fittings and connections to permit the filter media removal.

2. ACS will reactivate all spent GAC and will return all reactivated GAC meeting the quality control specifications, set forth in Exhibit A, hereto. At the time of delivery of the GAC, ACS will provide Quality Control Data, i.e., Certificate of Analysis for each truckload of GAC. ACS will provide all virgin carbon required for make up returning to Tennessee the required volume fill for each filter. Tennessee acknowledges that ACS has title to and is the owner of all GAC supplied by ACS under this Agreement. Tennessee may not remove the GAC from the filters or cause the GAC to be removed except for emergency maintenance in accordance with the terms of this Agreement.

3. ACS will perform testing on all carbon supplied under this Agreement every six months. The first testing shall occur during the month of May 2001. The testing shall include Iodine Number, Apparent Density, Abrasion Number, Total Ash and Screen Analysis.

4. After the GAC has been in the filter for thirty-six (36) months, Tennessee may, during the terms of this Agreement; elect to (a) have ACS reactivate the GAC in accordance with paragraphs B.1, B.2, B.3 or B.4. of this Agreement, (b) have ACS remove the GAC in accordance with paragraph B.5. below, or (c) maintain the GAC in service for a period not to exceed six (6) months in accordance with paragraph B.5.

5. Tennessee will provide the necessary water, electricity and suitable drainage to accomplish the transfer of all carbon into and out of Tennessee's filters.

B. CONSIDERATION

1. Tennessee shall pay ACS for the services provided under clauses 1 through 3 of

Section A, a monthly fee of $1,280.00 per Aldrich filters #1, and #3, and $561.00 per convention filters #13 - #20, beginning on the first day of the month following installation of GAC in the filters in 2000 and each month thereafter for thirty-five (35) months.

2. Tennessee will pay to ACS for the services provided under clauses 1 through 3 of Section A, a monthly fee of $805.00 per conventional filters #7 – #12, beginning on the first day of the month following installation of the GAC in the filters in 2000 and each month thereafter for twenty-three (23) months.

3. Tennessee will pay to ACS for the services provided under Clauses 1 through 3 of Section A, a monthly fee of $1,333.00 per Aldrich filters #4, #6 and #8 and $584.00 per convention filters #1 - #6, beginning on the first day of the month following installation of GAC in the filters in 2001 and each month thereafter for thirty-five (35) months.

4. Tennessee will pay to ACS for the services provided under Clauses 1 through 3 of Section A, a monthly fee of $1,386.00 per Aldrich filters #2, #5, and #7, and $616.00 per conventional filters #7 -#12 beginning on the first day of the month following installation of GAC in the filters in 2002 and each month thereafter for thirty-five (35) months.

5. In the event that Tennessee elects to maintain the GAC in service beyond the normal thirty-six (36) month warranty period, Tennessee shall pay ACS a monthly fee of one-half of the applicable monthly fee shown in Section B.1, B.2, or B.4 per filter for all months beyond thirty-six (36) that the GAC is in service. In the event that Tennessee elects to maintain the GAC in service beyond twenty-four (24) month warranty period, Tennessee shall pay ACS a monthly fee of one-half of the applicable monthly fee shown in Section B.2 per filter for all months beyond twenty-four (24) that the GAC is in service.

6. In the event that Tennessee elects to terminate this Agreement as provided in Section D below, not enter into a renewal agreement or otherwise have the GAC removed from the filters, ACS will provide the services in Section A.4 and Tennessee will pay ACS for the actual cost of such services. The payment shall be due in thirty (30) days after the invoice date.

C. WARRANTY

1. ACS warrants that the GAC supplied under this Agreement under Sections B.1, B.3 and B.4 will, for a period of thirty-six (36) months after installation, provide acceptable T&O control as detailed in Exhibit B, hereto, as well as meet all state criteria regarding filter media specifications. ACS warrants that the GAC supplied under this Agreement under Section B.2 will, for a period of twenty-four (24) months after installation provide acceptable T&O control as detailed in Exhibit B, hereto, as well as meet all state criteria regarding filter media specifications.

D. TERM

1. The initial term of this Agreement shall begin upon installation of GAC filters in the fourth quarter of 2000 as shown in Exhibit C, hereto, and continue for a period of sixty (60) months. At the end of the initial term, this Agreement shall be automatically extended on a month-to-month basis unless and until Tennessee provides not less than thirty (30) days prior written notice to ACS of termination, provided, however, that any such extension shall not extend the warranty of any GAC covered under Section C beyond thirty-six (36) months after installation.

E. FORCE MAJEURE

Either party hereto shall be excused to the extent that its performance is prevented by any circumstance reasonably beyond its control, including, but not limited to, fire,

explosion, strike, labor dispute, war, act of God, riot, or action of any governmental authority.

F. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee without giving effect to conflict of law principles.

G. NOTICES

All notices required under this Agreement shall be given by Certified Mail, Return Receipt Requested and shall be deemed made when deposited in the U.S. Mails properly addressed, with postage prepaid, as follows:

American Water Resources, Inc.
1025 Laurel Oak Road
P.O. Box 1770
Voorhees, NJ 08043
Attn: Ray Lee, President

Tennessee-American Water Company
1101 Broad Street
Chattanooga, TN 37402
Attn: William F. L'Ecuyer, President

H. TAXES

The fees provided for in this Agreement to be paid by Tennessee do not include any taxes or other assessments. Tennessee agrees to pay all taxes or assessments imposed on the services to be provided by ACS except penalties and fines on civil or criminal judgements or settlements arising from a regulatory, administrative, legal or judicial action.

I. MISCELLANEOUS

1. This Agreement shall not be assignable by either party without the written consent of the other party, which consent shall not unreasonably be withheld. Any assignees shall assume all the

obligations of this Agreement and the assignor shall not be relived of its obligations under this Agreement by reason of an assignment.

2. This Agreement constitutes the entire Agreement between the parties. All previous representations relative hereto, either written or oral, are hereby annulled and superseded. No modifications shall be binding on either party unless it shall be in writing and signed by an authorized officer of both parties.

3. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement nor a waiver of a subsequent breach of the same provision or condition unless such waiver be so expressed in writing and signed by the party to be bound.

4. If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provisions did not exist and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

5. ACS hereby agrees to indemnify, defend and save harmless Tennessee against any and all liability, loss, damage, costs or expense which Tennessee may incur, suffer or be required to pay by any release of hazardous materials, hazardous wastes or hazardous substances, which release arises out of or occurs in connection with the acts of transportation, handling, treatment, storage, disposal or other activity in connection with the GAC which is the subject hereof for any cause of action whatsoever nature arising from or as a result of ACS's failure to perform in accordance with this Agreement or ACS's violation of any Federal, State or local laws or regulations in its performance under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ACCEPTED AND AGREED:
TENNESSE-AMERICAN
WATER COMPANY

By: _____
William F. L'Ecuyer

Title: President

Date: _____

ACCEPTED AND AGREED:
AMERICAN WATER RESOURCES, INC.

By: _____
Ray Lee

Title: President

Date: July 26, 2000

EXHIBIT A

GRANULAR ACTIVATED CARBON PROPERTIES

Iodine Number	800 minimum
Density	28-30 lb/cubic ft.
Effective Size	0.8-1.0 mm
Uniformity Coefficient	2.1 maximum
Moisture	2% maximum
Abrasion Number	75 minimum
Typical Mesh Size	8 X 30 mm

EXHIBIT B

WARRANTY

ACS warrants that under normal conditions, the GAC provided under this Agreement shall perform the function of adsorption of dissolved organics which contribute to taste and odors during the life of the warranty. For purposes of warranty, effective T&O control is defined as the reduction of adsorbable dissolved odors such that the threshold order number of the GAC filtered water as measured by the procedure defined in "Standard Methods for the Examination of Water and Wastewater", 20th Edition, shall not persistently exceed two (2) in the GAC filtered plant effluent for four (4) consecutive days with the treatment plant in normal operation. The warranty will begin on the date of installation of the GAC and continue for thirty-six (36) months thereafter. The warranty is contingent on the following:

A. If the concentration of organics in the raw water supply should greatly exceed general background levels, as in the case of an accidental industrial discharge, chemical spill or other adversity, it may be necessary for Tennessee to initiate emergency procedures such as a complete bypass of contaminated water during the course of abnormal conditions. If emergency measures are not taken immediately to prevent the GAC from being exposed to excessive levels of organic contaminants the warranty will be voided.

B. Normal treatment of the water prior to GAC filtration shall continue to be practiced. This includes suitable disinfection, coagulation and clarification of the raw water and stabilization of the clarified water before GAC filtration.

C. Average and maximum filtration rates will not exceed 6.1 and 9.2 gallons per minute per square foot, respectively.

D. The GAC shall be maintained by Tennessee in the filters with the exception of a possible loss of up to one (1) inch of GAC bed depth per year due to attrition. If losses should exceed one (1) inch of bed depth in any filter during any one-(1) year of operation, the excess GAC loss will be replaced. Tennessee shall pay ACS for any such replacement of GAC.

E. The water plant filters shall be maintained in good operating condition and in accordance with accepted industry practice. If the GAC fails to perform due to encrustation inorganic precipitates, this shall not be considered to be a breach of the warranty and Tennessee shall bear the cost of cleaning the GAC to restore performance, in accordance with procedures provided by ACS. Should the GAC during the warranty period fail to perform in accordance with the warranty. ACS shall, at its sole option, either reactivate or replace all or part of the GAC to restore

its capability to meet the warranty. All cost to bring the GAC back into compliance with the terms of this warranty shall be for the account of ACS.

EXCEPT AS SET FORTH IN THIS EXHIBIT B, ACS MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE GAC OR THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. ACS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF THIS WARRANTY. TENNESSE'S SOLE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE TO REQUIRE ACS TO EITHER REACTIVATE OR REPLACE CARBON AS PROVIDED ABOVE.

EXHIBIT C

Year	Filters	GAC per Filter (cu. ft.)	Total GAC (cu. ft.)
Nov./Dec. 2000	Aldrich #1 & #3	1,844 cubic ft.	3,688 cubic ft.
	Conv. Filters 7-12	807.3 cubic ft.	4,843 cubic ft
	Conv. Filters 13-20	807.3 cubic ft.	6,458 cubic ft.
Nov./Dec. 2001	Aldrich #4, #6, & #8	1,844 cubic ft.	5,532 cubic ft.
	Conv, Filters 1-6	807.3 cubic ft.	4,843 cubic ft.
Nov./Dec. 2002	Aldrich #2, #5, & #7	1,844 cubic ft.	5,532 cubic ft.
	Conv. Filters 7-12	807.3 cubic ft.	4,843 cubic ft

S: Carbon.Chattanooga, TN

CHATTANOOGA, TN LEASE 2000

Price (virgin/react blend)	= $0.73/lb.
Amount	= 304,392 lbs.
Term	= 36 months (Aldrich #1 and #3, Filters #13 - #20)
Interest Rate	= 4½ % per year (lease)
Total Amount	= $0.73/lb. X 304,392 lbs. = $222,207.00
Total Amount with interest	= $253,575.00
Monthly lease payment	= $253,575.00 ÷ 36 months = $7,044.00

Amount	= 145,314 lbs.
Term	= 36 months (Filters #7 - #12)
Interest Rate	= 4½ % per year (lease)
Total Amount	= $0.73 /lb. X 145,314 lbs. = $106,079.00
Total Amount with interest	= $115,841.00
Monthly lease payment	= $115,841.00 ÷ 24 months = $4,827.00

CHATTANOOGA, TN LEASE 2001

Price (react blend)	= $0.76/lb.
Amount	= 311,274 lbs.
Term	= 36 months (Aldrich #4, #6, and #8, Filters #1 - #6)
Interest Rate	= 4½ % per year (lease)
Total Amount	= $0.76/lb. X 311,274 lbs. = $236,568.00
Total Amount with interest	= $269,963.00
Monthly lease payment	= $269,963.00 ÷ 36 months = $7,499.00

CHATTANOOGA, TN LEASE 2002

Price (react blend)	= $0.79/lb.
Amount	= 311,274 lbs.
Term	= 36 months (Aldrich #2, #5, and #7, Filters #7 - #12)
Interest Rate	= 5 % per year (lease)
Total Amount	= $0.79/lb. X 311,274 lbs. = $236,568.00
Total Amount with interest	= $273,857.00
Monthly lease payment	= $273,857.00 ÷ 36 months = $7,607.00

S: Carbon.Chattanooga, TN

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Sheila Miller

Discovery Request No. 18:

Please provide the total sales tax billing, sewer billings, and lag days by month for the months of January, February, and March 2008 in the format of Tennessee American Water work papers TN-TRA-Q013-SALES & USE TAX, page 1 of 13; and TN-TRA-Q013-SEWER COLLECTIONS & USE TAX, page 1 of 14.

Response:
Please see attached.

Tennessee American Water Company
Sales & Use Tax
December 2006 - November 2007
Updated TN-CAPD-02-Q018

Month	Sales & Use Tax		Lag Until Remitted	Dollar Days
7-Mar	286,037	4/19	19	5,434,703
7-Apr	165,499	5/17	17	2,813,483
7-May	no pmt			
7-Jun	204,129	7/19	19	3,878,451
7-Jul	236,428	8/16	16	3,782,848
7-Aug	206,941	9/18	18	3,724,938
7-Sep	207,407	10/18	18	3,733,326
7-Oct	261,368	11/30	30	7,841,040
7-Nov	193,081	12/17	17	3,282,377
7-Dec	230,229	1/16	16	3,683,664
8-Jan	208,555	2/14	14	2,919,770
8-Feb	194,387	3/13	13	2,527,031
8-Mar	181,733	4/14	14	2,544,262
March 07 - March 08	2,575,794		17.92	46,165,893

Total Sales Tax	2,575,794
Total Days	365
Average Daily Amount	7,057
Average days taxes held before being remitted	17.92
Average Daily Funds	7,057
Working Capital Requirement	126,461

TENNESSEE-AMERICAN WATER COMPANY
ANALYSIS OF SEWER LAG SUMMARY
TWELVE MONTHS ENDING 11/30/07
Revised - twelve months ending 3/31/08

DATE	AMOUNT	LAG DAYS	DOLLAR DAYS
Apr-07	2,242,245	43.50	97,533,368
May-07	2,546,198	40.93	104,205,405
Jun-07	2,743,242	43.71	119,906,574
Jul-07	2,676,409	43.09	115,335,430
Aug-07	2,760,950	43.64	120,491,788
Sep-07	2,632,520	43.81	115,320,958
Oct-07	2,722,910	44.69	121,680,369
Nov-07	2,414,877	45.04	108,762,399
Dec-07	2,403,426	45.24	108,729,334
Jan-08	2,575,453	44.05	113,438,804
Feb-08	2,795,237	42.56	118,978,893
Mar-08	1,756,012	45.26	79,470,596
TOTAL	30,269,478	43.74	1,323,853,918

TOTAL SEWER BILLINGS	30,269,478
AVERAGE DAILY AMOUNT	82,930
AVERAGE DAYS BILLED BEFORE PAYMENT TO CITY	43.74
AVERAGE DAYS - MAILING DATE TO PAYMENT DATE	**27.58**
NET DAYS	16.16
WORKING CAPITAL REQUIREMENT	1,339,768

TENNESSEE-AMERICAN WATER COMPANY
ANALYSIS OF SEWER BILLINGS
December 2007

DATE	DAY	TOTAL BILLINGS	#DAYS TO PAYMENT	DOLLAR DAYS
1-Dec-07	SAT		60	0
2-Dec-07	SUN		59	0
3-Dec-07	MON	65,878	58	3,820,918
4-Dec-07	TUE	121,971	57	6,952,323
5-Dec-07	WED	128,839	56	7,214,974
6-Dec-07	THUR	56,477	55	3,106,232
7-Dec-07	FRI	81,897	54	4,422,434
8-Dec-07	SAT		53	0
9-Dec-07	SUN		52	0
10-Dec-07	MON	145,906	51	7,441,210
11-Dec-07	TUE	118,381	50	5,919,049
12-Dec-07	WED	142,541	49	6,984,500
13-Dec-07	THUR	92,652	48	4,447,313
14-Dec-07	FRI	176,814	47	8,310,267
15-Dec-07	SAT		46	0
16-Dec-07	SUN		45	0
17-Dec-07	MON	121,041	44	5,325,796
18-Dec-07	TUE	135,911	43	5,844,161
19-Dec-07	WED	361,122	42	15,167,127
20-Dec-07	THUR	164,717	41	6,753,412
21-Dec-07	FRI	97,880	40	3,915,212
22-Dec-07	SAT		39	0
23-Dec-07	SUN		38	0
24-Dec-07	MON	62,314	37	2,305,630
25-Dec-07	TUE		36	0
26-Dec-07	WED	86,023	35	3,010,792
27-Dec-07	THUR	115,573	34	3,929,482
28-Dec-07	FRI	11,280	33	372,227
29-Dec-07	Sat		32	0
30-Dec-07	Sun		31	0
31-Dec-07	Mon	116,209	30	3,486,275
TOTAL		2,403,426	45.24	108,729,334

TENNESSEE-AMERICAN WATER COMPANY
ANALYSIS OF SEWER BILLINGS
January 2008

DATE	DAY	TOTAL BILLINGS	#DAYS TO PAYMENT	DOLLAR DAYS
1-Jan-08	TUE		60	0
2-Jan-08	WED	65,548	59	3,867,320
3-Jan-08	THUR	76,113	58	4,414,579
4-Jan-08	FRI	132,300	57	7,541,109
5-Jan-08	SAT		56	0
6-Jan-08	SUN		55	0
7-Jan-08	MON	147,032	54	7,939,720
8-Jan-08	TUE	(28)	53	-1,510
9-Jan-08	WED	201,821	52	10,494,670
10-Jan-08	THUR	86,608	51	4,416,999
11-Jan-08	FRI	95,943	50	4,797,133
12-Jan-08	SAT		49	0
13-Jan-08	SUN		48	0
14-Jan-08	MON	126,281	47	5,935,203
15-Jan-08	TUE	97,343	46	4,477,788
16-Jan-08	WED	167,373	45	7,531,786
17-Jan-08	THUR	130,625	44	5,747,512
18-Jan-08	FRI	148,224	43	6,373,646
19-Jan-08	SAT		42	0
20-Jan-08	SUN		41	0
21-Jan-08	MON	299,671	40	11,986,829
22-Jan-08	TUE	158,102	39	6,165,959
23-Jan-08	WED	94,193	38	3,579,340
24-Jan-08	THUR	69,252	37	2,562,308
25-Jan-08	FRI	90,695	36	3,265,018
26-Jan-08	SAT		35	0
27-Jan-08	SUN		34	0
28-Jan-08	MON	132,802	33	4,382,462
29-Jan-08	TUE	112,794	32	3,609,404
30-Jan-08	WED	68,630	31	2,127,545
31-Jan-08	THUR	74,133	30	2,223,984
TOTAL		2,575,453	44.05	113,438,804

TENNESSEE-AMERICAN WATER COMPANY
ANALYSIS OF SEWER BILLINGS
February 2008

DATE	DAY	TOTAL BILLINGS	#DAYS TO PAYMENT	DOLLAR DAYS
1-Feb-08	FRI	117,822	60	7,069,308
2-Feb-08	SAT		59	0
3-Feb-08	SUN		58	0
4-Feb-08	MON	110,631	57	6,305,976
5-Feb-08	TUE	39,143	56	2,191,996
6-Feb-08	WED	80,276	55	4,415,159
7-Feb-08	THUR	115,759	54	6,250,966
8-Feb-08	FRI	81,399	53	4,314,135
9-Feb-08	SAT		52	0
10-Feb-08	SUN		51	0
11-Feb-08	MON	86,339	50	4,316,946
12-Feb-08	TUE	115,482	49	5,658,623
13-Feb-08	WED	85,470	48	4,102,536
14-Feb-08	THUR	163,139	47	7,667,553
15-Feb-08	FRI	115,873	46	5,330,176
16-Feb-08	SAT		45	0
17-Feb-08	SUN		44	0
18-Feb-08	MON	129,960	43	5,588,267
19-Feb-08	TUE	(109)	42	-4,566
20-Feb-08	WED	438,163	41	17,964,665
21-Feb-08	THUR	86,519	40	3,460,763
22-Feb-08	FRI	58,355	39	2,275,846
23-Feb-08	SAT		38	0
24-Feb-08	SUN		37	0
25-Feb-08	MON	83,165	36	2,993,935
26-Feb-08	TUE	123,213	35	4,312,467
27-Feb-08	WED	114,253	34	3,884,594
28-Feb-08	THUR	67,201	33	2,217,623
29-Feb-08	FRI	583,185	32	18,661,925
TOTAL		2,795,237	42.56	118,978,893

TENNESSEE-AMERICAN WATER COMPANY
ANALYSIS OF SEWER BILLINGS
March 2008

DATE	DAY	TOTAL BILLINGS	#DAYS TO PAYMENT	DOLLAR DAYS
1-Mar-08	SAT		60	0
2-Mar-08	SUN		59	0
3-Mar-08	MON	117,996	58	6,843,783
4-Mar-08	TUE	110,658	57	6,307,485
5-Mar-08	WED	36,997	56	2,071,850
6-Mar-08	THUR	75,440	55	4,149,197
7-Mar-08	FRI	124,255	54	6,709,771
8-Mar-08	SAT		53	0
9-Mar-08	SUN		52	0
10-Mar-08	MON	77,208	51	3,937,627
11-Mar-08	TUE	85,454	50	4,272,702
12-Mar-08	WED	118,218	49	5,792,663
13-Mar-08	THUR	88,197	48	4,233,442
14-Mar-08	FRI	154,413	47	7,257,419
15-Mar-08	SAT		46	0
16-Mar-08	SUN		45	0
17-Mar-08	MON	118,331	44	5,206,544
18-Mar-08	TUE	(379,851)	43	-16,333,580
19-Mar-08	WED	274,677	42	11,536,428
20-Mar-08	THUR	258,251	41	10,588,297
21-Mar-08	FRI	81,204	40	3,248,180
22-Mar-08	SAT		39	0
23-Mar-08	SUN		38	0
24-Mar-08	MON	55,269	37	2,044,942
25-Mar-08	TUE	8,349	36	300,570
26-Mar-08	WED	1,640	35	57,416
27-Mar-08	THUR	89,881	34	3,055,947
28-Mar-08	FRI	135,728	33	4,479,008
29-Mar-08	SAT		32	0
30-Mar-08	SUN		31	0
31-Mar-08	MON	123,697	30	3,710,905
TOTAL		1,756,012	45.26	79,470,596

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller/Sheila Miller/John Watson

Discovery Request No. 19:

Please identify each payee, amount paid to each payee, and business reason for the Lobbying Expenses recorded in JDE Account 575560 "Lobbying Expenses" for March 2007 (totaling $15,601) and March 2008 (totaling $300).

Response:

The Company objects to this question on the grounds that the requested information is not relevant to this proceeding. Notwithstanding the objection the Company provides the following response. The Company eliminated all lobbying expenses from its historical test-year ended November 2007 and the attrition year expenses in this case contain no lobbying expenses. Without waiving and subject to the objections above please see the following information:

1. Payment to Baker Donelson - $15,601.20 – Legislative monitoring of the 2007 TN legislature.
2. Payment to TN Ethics Commission - $300.00 – To register two lobbyists.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 20:

Please state the business reasons for the Bank Service charges recorded in JDE Account 575100, “Bank Service Charges” for the 12 months ended March 31, 2008.

Response:

These are customary fees charged by the Banks providing service to TAWC.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Sheila Miller

Discovery Request No. 21:

Please provide in working Excel format a copy of the Orcom billing analysis for the months of April, May, June, and July of 2008. If the Orcom billing analysis for the month of July 2008 is not available at the time this request is answered, please provide it as soon as it becomes available.

Response:

The requested Orcom bill analysis for the months of April, May and June 2008 are included on the enclosed CD in a folder labeled as TN-CAPD-02-Q021. The bill analysis for the month of July is not available at this time. The Company will supplement this response as required.

	A
1	Tennessee-American Water Company
2	**Chatanooga**
3	Bill Analysis for the Month Ended April 30, 2008:
4	Rates for General Water Service Effective 3/09/05
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
19	Effective 3/09/05
20	
21	
22	
23	
24	
25	
26	
27	**Consumption Res, Com, Ind, OPA, Misc. Customers**
28	Effective 5/22/07
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$10.42
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.1720
21		2nd 61 (100 CCF)	$2.7300
22		3rd 435 (100 CCF)	$1.7150
23		4th 4,500 (100 CCF)	$1.2820
24		5th 10,000 (100CCF)	$0.9800
25		In Excess 15,000 (100 CCF)	$0.5820
26			
27			Current
28		Monthly	Rates
29		First 4 (100 CCF)	$0.1940
30		2nd 61 (100 CCF)	$3.0730
31		3rd 435 (100 CCF)	$1.9310
32		4th 4,500 (100 CCF)	$1.4430
33		5th 10,000 (100CCF)	$1.1030
34		In Excess 15,000 (100 CCF)	$0.6550
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Monthly
7			Eff 5/22/07
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly Eff 3/09/05
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27	Proposed		
28	Rates		Monthly Eff 5/22/07
29			First 4 (100 CCF)
30			2nd 61 (100 CCF)
31			3rd 435 (100 CCF)
32			4th 4,500 (100 CCF)
33			5th 10,000 (100CCF)
34			In Excess 15,000 (100 CCF)
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L
1					
2					
3					
4					
5		A1M4	A1MSM		WATER
6	5/8"	62,640.13	3.00		
7	3/4"	93.27	0.00		
8	1"	162.20	0.00		
9	1-1/2"	19.13	0.00		
10	2"	11.00	0.00		
11	3"	0.23	0.00		
12	4"	0.00	0.00		
13	6"	0.00	0.00		
14	8"	0.00	0.00		
15	10"	0.00	0.00		
16	12"	0.00	0.00		
17		62,925.96	3.00	0.00	0.00
18	Consumption				
19					
20					
21					
22					
23					
24					
25					
26	Total	0.00	0.00	0.00	0.00
27					
28					
29		198,380.79	4.00		
30		130,209.83			
31		3,485.38			
32					
33					
34					
35	Total	332,076.00	4.00	0.00	0.00
36					
37					
38					
39					
40					
41					

	M	N	O	P	Q
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	62,643.13		652,741.41	0.00	
7	93.27		1,633.08	0.00	
8	162.20		4,726.53	0.00	
9	19.13		1,115.47	0.00	
10	11.00		1,025.97	0.00	
11	0.23		40.81	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	62,928.96		$661,283.27	$0.00	
18					
19					
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		$0.00	$0.00	
27					
28					
29	198,384.79		38,486.65	0.00	
30	130,209.83		400,134.81	0.00	
31	3,485.38		6,730.27	0.00	
32	0.00		0.00	0.00	
33	0.00		0.00	0.00	
34	0.00		0.00	0.00	
35	332,080.00		$445,351.73	$0.00	
36					
37	**TOTAL**		$1,106,635.00	$0.00	
38					
39					
40					
41					

	R	S
1	Tennessee-American Water Company	
2	COMMERCIAL	
3	Bill Analysis for the Month Ended April 30, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		Consumption
19	Monthly Eff 3/09/05	
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	T	U	V	W	X
1					
2					
3					
4					
5	A2M4	A2MAM	A2MSM	A2M4S	A2MTM
6	5,621.34	0.00	1.00	1.00	1.00
7	143.10	0.00	0.00	0.00	0.00
8	1,434.97	1.00	2.00	5.00	0.00
9	340.87	1.00	3.00	10.00	1.00
10	841.67	6.00	102.93	123.80	0.00
11	38.87	0.00	0.00	0.00	0.00
12	9.83	1.00	8.00	5.00	0.00
13	1.00	1.13	9.00	1.00	0.00
14	0.00	0.00	1.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00	0.00
17	8,431.65	10.13	126.93	145.80	2.00
18					
19					
20					
21					
22					
23					
24					
25					
26	0.00	0.00	0.00	0.00	0.00
27					
28					
29	22,554.12	36.53	499.73	4.00	8.00
30	91,301.46	510.13	7,451.93	61.00	69.00
31	92,452.08	2,077.34	40,849.00	337.00	435.00
32	22,868.34	4,729.00	42,896.34		296.00
33	871.00	653.00			
34					
35	230,047.00	8,006.00	91,697.00	402.00	808.00
36					
37					
38					
39					
40					
41					

	Y	Z	AA	AB	AC	AD
1						
2						
3						
4				Present Rate	Proposed Rate	
5	A2M4D	Totals		Revenues	Revenues	
6		5,624.34		58,605.67	0.00	
7		143.10		2,505.66	0.00	
8		1,442.97		42,048.19	0.00	
9		355.87		20,747.00	0.00	
10		1,074.40		100,209.37	0.00	
11		38.87		6,797.40	0.00	
12		23.83		6,947.18	0.00	
13		12.13		7,073.61	0.00	
14		1.00		932.77	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	8,716.52		$245,866.85	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29		23,102.38		4,481.86	0.00	
30		99,393.52		305,436.29	0.00	
31		136,150.42		262,906.46	0.00	
32		70,789.68		102,149.51	0.00	
33		1,524.00		1,680.97	0.00	
34		0.00		0.00	0.00	
35	0.00	330,960.00		$676,655.09	$0.00	
36						
37		**TOTAL**		$922,521.94	$0.00	
38						
39						
40						
41						

	AE	AF
1	Tennessee-American Water Company	
2	INDUSTRIALS	
3	Bill Analysis for the Month Ended April 30, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		
19	Monthly Eff 3/09/05	Consumption
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	Consumption
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	AG	AH	AI	AJ	AK	AL
1						
2						
3						
4						
5	A3M4	A3MSM	A3M4M	A3M4S	Totals	
6	27.13	0.00	0.00	0.00	27.13	
7	3.00	0.00	0.00	0.00	3.00	
8	27.03	0.00	0.00	0.00	27.03	
9	7.00	0.00	1.00	0.00	8.00	
10	52.00	10.00	9.80	14.00	85.80	
11	0.00	0.00	0.00	0.00	0.00	
12	12.20	2.00	4.00	1.00	19.20	
13	3.00	2.00	2.00	2.00	9.00	
14	0.00	0.00	0.00	0.00	0.00	
15	0.00	0.00	0.00	0.00	0.00	
16	0.00	0.00	0.00	0.00	0.00	
17	131.37	14.00	16.80	17.00	179.17	
18						
19						
20					0.00	
21					0.00	
22					0.00	
23					0.00	
24					0.00	
25					0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29	367.73	56.00	67.20		490.93	
30	3,041.27	842.00	1,024.80		4,908.07	
31	8,784.00	5,004.00	6,419.66		20,207.66	
32	17,892.00	27,461.00	39,544.34		84,897.34	
33	16,564.00	38,042.00	29,760.00		84,366.00	
34	7,588.00	107,524.00	3,621.00		118,733.00	
35	54,237.00	178,929.00	80,437.00	0.00	313,603.00	
36						
37					**TOTAL**	
38						
39						
40						
41						

	AM	AN	AO
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	282.73	0.00	
7	52.53	0.00	
8	787.75	0.00	
9	466.40	0.00	
10	8,002.58	0.00	
11	0.00	0.00	
12	5,596.61	0.00	
13	5,246.91	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$20,435.51	$0.00	
18			
19			
20	0.00	0.00	0.00
21	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	$0.00	$0.00	0.00
27			
28			
29	95.24	0.00	#REF!
30	15,082.50	0.00	#REF!
31	39,020.99	0.00	#REF!
32	122,506.86	0.00	#REF!
33	93,055.70	0.00	#REF!
34	77,770.12	0.00	#REF!
35	$347,531.41	$0.00	#REF!
36			
37	$367,966.92	$0.00	$0.00
38			
39			
40			
41			

	AP	AQ
1	Tennessee-American Water Company	
2	OTHER PUBLIC AUTHORITY	
3	Bill Analysis for the Month Ended April 30, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		
19	Monthly Eff 3/09/05	Consumption
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	Consumption
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	AR	AS	AT	AU	AV
1					
2					
3					
4					
5	A4M4	A4MSM	A4M4A	A4M4S	A4MAM
6	176.10	0.00	0.00	1.00	0.00
7	12.00	0.00	0.00	1.00	0.00
8	127.27	2.00	0.00	3.00	0.00
9	62.13	2.00	0.00	4.00	0.00
10	203.67	34.00	1.00	39.13	1.00
11	4.23	1.00	0.00	1.00	0.00
12	11.13	8.13	0.00	3.00	0.00
13	0.00	2.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00	0.00
17	596.53	49.13	1.00	52.13	1.00
18					
19					
20					
21					
22					
23					
24					
25					
26	0.00	0.00	0.00	0.00	0.00
27					
28					
29	1,545.77	185.53		4.00	
30	10,204.87	2,685.13		61.00	
31	13,159.36	11,382.00		86.00	
32	9,909.00	20,864.34			
33	3,511.00	1,672.00			
34					
35	38,330.00	36,789.00	0.00	151.00	0.00
36					
37					
38					
39					
40					
41					

	AW	AX	AY	AZ	BA	BB
1						
2						
3						
4				Present Rate	Proposed Rate	
5	A4M4M	Totals		Revenues	Revenues	
6	0.00	177.10		1,845.39	0.00	
7	0.00	13.00		227.63	0.00	
8	2.13	134.40		3,916.43	0.00	
9	1.00	69.13		4,030.47	0.00	
10	10.00	288.80		26,936.40	0.00	
11	0.00	6.23		1,090.15	0.00	
12	0.00	22.27		6,490.52	0.00	
13	0.00	2.00		1,165.98	0.00	
14	0.00	0.00		0.00	0.00	
15	0.00	0.00		0.00	0.00	
16	0.00	0.00		0.00	0.00	
17	13.13	712.93		$45,702.97	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29	46.53	1,781.83		345.68	0.00	
30	581.13	13,532.13		41,584.24	0.00	
31	1,674.00	26,301.36		50,787.93	0.00	
32	1,783.34	32,556.68		46,979.29	0.00	
33		5,183.00		5,716.85	0.00	
34		0.00		0.00	0.00	
35	4,085.00	79,355.00		$145,413.99	$0.00	
36						
37		**TOTAL**		$191,116.96	$0.00	
38						
39						
40						
41						

	BC	BD	BE
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		A5M4
6	Eff 5/22/07	5/8"	0.00
7		3/4"	0.00
8		1"	0.00
9		1-1/2"	0.00
10		2"	1.00
11		3"	0.00
12		4"	2.00
13		6"	0.00
14		8"	0.00
15		10"	0.00
16		12"	0.00
17	Total Meters		3.00
18			
19	Monthly Eff 3/09/05	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07	Consumption	
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	BF	BG	BH	BI	BJ	BK
1						
2						
3						
4						Present Rate
5	A5M4M			Totals		Revenues
6	0.00			0.00		0.00
7	0.00			0.00		0.00
8	0.00			0.00		0.00
9	0.00			0.00		0.00
10	0.00			1.00		93.27
11	0.00			0.00		0.00
12	1.00			3.00		874.47
13	0.00			0.00		0.00
14	0.00			0.00		0.00
15	0.00			0.00		0.00
16	0.00			0.00		0.00
17	1.00	0.00	0.00	4.00		$967.74
18						
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	0.00	0.00	0.00	0.00		$0.00
27						
28						
29	4.00			4.00		0.78
30	5.00			5.00		15.37
31				0.00		0.00
32				0.00		0.00
33				0.00		0.00
34				0.00		0.00
35	9.00	0.00	0.00	9.00		$16.15
36						
37				**TOTAL**		$983.89
38						
39						
40						
41						

	BL	BM	BN
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Eff 5/22/07
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly Eff 3/09/05
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28			Monthly Eff 3/09/05
29	0.00		First 4 (100 CCF)
30	0.00		2nd 61 (100 CCF)
31	0.00		3rd 435 (100 CCF)
32	0.00		4th 4,500 (100 CCF)
33	0.00		5th 10,000 (100CCF)
34	0.00		In Excess 15,000 (100 CCF)
35	$0.00		
36			
37	$0.00		
38			
39			
40			
41			

	BO	BP	BQ	BR	BS	BT	BU
1							
2							
3							
4							
5		A7M4				Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17		0.00	0.00	0.00	0.00	0.00	
18							
19	Consumption						
20						0.00	
21						0.00	
22						0.00	
23						0.00	
24						0.00	
25						0.00	
26	Total	0.00	0.00	0.00	0.00	0.00	
27							
28	Consumption						
29						0.00	
30						0.00	
31						0.00	
32						0.00	
33						0.00	
34						0.00	
35	Total	0.00	0.00	0.00	0.00	0.00	
36							
37						**TOTAL**	
38							
39							
40							
41							

	BV	BW	BX	BY	BZ
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	0.00	0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	$0.00	$0.00			
18					
19					
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	$0.00	$0.00			
27					
28					
29	0.00	0.00			
30	0.00	0.00			
31	0.00	0.00			
32	0.00	0.00			
33	0.00	0.00			
34	0.00	0.00			
35	$0.00	$0.00			
36					
37	$0.00	$0.00			
38					
39					
40					
41					

	CA	CB	CC	CD
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CE	CF	CG	CH	CI
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	CJ	CK	CL	CM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CN	CO	CP	CQ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	H	I	J	K	L
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	M	N	O	P	Q
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	R	S
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	T	U	V	W	X
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	Y	Z	AA	AB	AC	AD
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	AE	AF
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	AG	AH	AI	AJ	AK	AL
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	AM	AN	AO
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	AP	AQ
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	AR	AS	AT	AU	AV
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	AW	AX	AY	AZ	BA	BB
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	BC	BD	BE
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	BF	BG	BH	BI	BJ	BK
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	BL	BM	BN
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	BO	BP	BQ	BR	BS	BT	BU
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							

	BV	BW	BX	BY	BZ
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58			H7		
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	CA	CB	CC	CD
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	CE	CF	CG	CH	CI
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					H7
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	CJ	CK	CL	CM
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	CN	CO	CP	CQ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				H8
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	A
1	Tennessee-American Water Company
2	**Lookout Mountain**
3	Bill Analysis for the Month Ended April 30, 2008:
4	Rates for General Water Service Effective 3/09/05
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, Misc. Customers**
19	Effective 5/22/07
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$11.70
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.7210
21		2nd 61 (100 CCF)	$3.9580
22		3rd 435 (100 CCF)	$2.8160
23		4th 4,500 (100 CCF)	$1.9690
24		5th 10,000 (100CCF)	$1.6300
25		In Excess 15,000 (100 CCF)	$1.1810
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Monthly
7			Eff 5/22/07
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly Eff 5/22/07
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L	M	N
1							
2							
3							
4							Present Rate
5		B1M4			Totals		Revenues
6	5/8"	1,727.30			1,727.30		20,209.41
7	3/4"	42.87			42.87		750.57
8	1"	116.64			116.64		3,398.75
9	1-1/2"	2.00			2.00		116.60
10	2"	3.00			3.00		279.81
11	3"	0.00			0.00		0.00
12	4"	0.00			0.00		0.00
13	6"	0.00			0.00		0.00
14	8"	0.00			0.00		0.00
15	10"	0.00			0.00		0.00
16	12"	0.00			0.00		0.00
17		1,891.80	0.00	0.00	1,891.80		$24,755.14
18							
19							
20		6,017.89			6,017.89		4,338.90
21		7,491.95			7,491.95		29,653.14
22		95.16			95.16		267.97
23					0.00		0.00
24					0.00		0.00
25					0.00		0.00
26	Total	13,605.00	0.00	0.00	13,605.00		$34,260.01
27							
28					**TOTAL**		$59,015.15
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							

	O	P	Q
1			Tennessee-American Water Company
2			COMMERCIAL
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Monthly
7	0.00		Eff 5/22/07
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly Eff 5/22/07
20	0.00	0.00	First 4 (100 CCF)
21	0.00	0.00	2nd 61 (100 CCF)
22	0.00	0.00	3rd 435 (100 CCF)
23	0.00	0.00	4th 4,500 (100 CCF)
24	0.00	0.00	5th 10,000 (100CCF)
25	0.00	0.00	In Excess 15,000 (100 CCF)
26	$0.00		
27			
28	$0.00		
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	R	S	T	U	V	W	X
1							
2							
3							
4							
5		B2M4	B2M4M			Totals	
6	5/8"	56.40				56.40	
7	3/4"	2.13				2.13	
8	1"	16.83				16.83	
9	1-1/2"	3.27				3.27	
10	2"	7.40				7.40	
11	3"	0.00				0.00	
12	4"	0.00				0.00	
13	6"	0.00				0.00	
14	8"	0.00				0.00	
15	10"	0.00				0.00	
16	12"	0.00				0.00	
17		86.03	0.00	0.00	0.00	86.03	
18							
19							
20		240.21				240.21	
21		1,184.41				1,184.41	
22		799.38				799.38	
23						0.00	
24						0.00	
25						0.00	
26	Total	2,224.00	0.00	0.00	0.00	2,224.00	
27							
28						**TOTAL**	
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							

	Y	Z	AA
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	659.88	0.00	
7	37.35	0.00	
8	490.55	0.00	
9	190.44	0.00	
10	690.21	0.00	
11	0.00	0.00	
12	0.00	0.00	
13	0.00	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$2,068.43	$0.00	
18			
19			
20	173.19	0.00	
21	4,687.89	0.00	
22	2,251.05	0.00	
23	0.00	0.00	
24	0.00	0.00	
25	0.00	0.00	
26	$7,112.13	$0.00	
27			
28	$9,180.56	$0.00	
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		B3M4
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AE	AF	AG	AH	AI	AJ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						#REF!
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	AK	AL	AM
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		B4M4
6	Monthly	5/8"	13.27
7	Eff 5/22/07	3/4"	1.00
8		1"	10.00
9		1-1/2"	1.00
10		2"	6.00
11		3"	0.00
12		4"	0.00
13		6"	0.00
14		8"	0.00
15		10"	0.00
16		12"	0.00
17	Total Meters		31.27
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		65.00
21	2nd 61 (100 CCF)		309.00
22	3rd 435 (100 CCF)		241.00
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	615.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AN	AO	AP	AQ	AR	AS
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		13.27		155.22	0.00	
7		1.00		17.51	0.00	
8		10.00		291.40	0.00	
9		1.00		58.30	0.00	
10		6.00		559.62	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	31.27		$1,082.05	$0.00	
18						
19						
20		65.00		46.87	0.00	
21		309.00		1,223.02	0.00	
22		241.00		678.66	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	615.00		$1,948.55	$0.00	
27						
28		**TOTAL**		$3,030.60	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	AT	AU	AV
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AW	AX	AY	AZ	BA	BB
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	BC	BD	BE
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		B7M4
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	BF	BG	BH	BI	BJ	BK
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	BL	BM	BN	BO
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BP	BQ	BR	BS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BT	BU	BV	BW	BX
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BY	BZ	CA	CB
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CC	CD
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	H	I	J	K	L	M	N
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							

	O	P	Q
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	R	S	T	U	V	W	X
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AB	AC	AD
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AE	AF	AG	AH	AI	AJ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	AK	AL	AM
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AN	AO	AP	AQ	AR	AS
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	AT	AU	AV
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AW	AX	AY	AZ	BA	BB
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	BC	BD	BE
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	BF	BG	BH	BI	BJ	BK
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	BL	BM	BN	BO
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	BP	BQ	BR	BS
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	BT	BU	BV	BW	BX
42					
43					
44					
45					
46					
47					
48					
49			H7		
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					

	BY	BZ	CA	CB
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	CC	CD
42		
43		
44		
45		
46		
47		
48		H8
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		

	A
1	Tennessee-American Water Company
2	**Lakeview**
3	Bill Analysis for the Month Ended April 30, 2008:
4	Rates for General Water Service
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
19	Effective 3/09/05
20	
21	
22	
23	
24	
25	
26	
27	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
28	Effective 5/22/07
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$11.70
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.3160
21		2nd 61 (100 CCF)	$3.0080
22		3rd 435 (100 CCF)	$1.9930
23		4th 4,500 (100 CCF)	$1.4250
24		5th 10,000 (100CCF)	$1.1240
25		In Excess 15,000 (100 CCF)	$0.7250
26			
27			Current
28		Monthly	Rates
29		First 4 (100 CCF)	$0.3560
30		2nd 61 (100 CCF)	$3.3860
31		3rd 435 (100 CCF)	$2.2440
32		4th 4,500 (100 CCF)	$1.6040
33		5th 10,000 (100CCF)	$1.2650
34		In Excess 15,000 (100 CCF)	$0.8160
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Quarterly
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27	Proposed		
28	Rates		Monthly Eff 5/22/07
29			First 4 (100 CCF)
30			2nd 61 (100 CCF)
31			3rd 435 (100 CCF)
32			4th 4,500 (100 CCF)
33			5th 10,000 (100CCF)
34			In Excess 15,000 (100 CCF)
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L	M
1						
2						
3						
4						Present Rate
5		C1M4		Totals		Revenues
6	5/8"	2,845.90		2,845.90		33,297.03
7	3/4"	0.00		0.00		0.00
8	1"	4.00		4.00		116.56
9	1-1/2"	0.00		0.00		0.00
10	2"	0.00		0.00		0.00
11	3"	0.00		0.00		0.00
12	4"	0.00		0.00		0.00
13	6"	0.00		0.00		0.00
14	8"	0.00		0.00		0.00
15	10"	0.00		0.00		0.00
16	12"	0.00		0.00		0.00
17		2,849.90	0.00	2,849.90		$33,413.59
18	Consumption					
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	Total	0.00	0.00	0.00		$0.00
27						
28						
29		9,199.07		9,199.07		3,274.87
30		6,595.27		6,595.27		22,331.58
31		66.66		66.66		149.59
32				0.00		0.00
33				0.00		0.00
34				0.00		0.00
35	Total	15,861.00	0.00	15,861.00		$25,756.04
36						
37				**TOTAL**		$59,169.63
38						
39						
40						
41						

	N	O	P
1			Tennessee-American Water Company
2			COMMERCIAL
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Quarterly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28			Monthly Eff 5/22/07
29	0.00		First 4 (100 CCF)
30	0.00		2nd 61 (100 CCF)
31	0.00		3rd 435 (100 CCF)
32	0.00		4th 4,500 (100 CCF)
33	0.00		5th 10,000 (100CCF)
34	0.00		In Excess 15,000 (100 CCF)
35	$0.00		
36			
37	$0.00		
38			
39			
40			
41			

	Q	R	S	T	U	V
1						
2						
3						
4						
5		C2M4			Totals	
6	5/8"	140.60			140.60	
7	3/4"	0.00			0.00	
8	1"	19.00			19.00	
9	1-1/2"	0.00			0.00	
10	2"	7.00			7.00	
11	3"	0.00			0.00	
12	4"	0.00			0.00	
13	6"	0.00			0.00	
14	8"	0.00			0.00	
15	10"	0.00			0.00	
16	12"	0.00			0.00	
17		166.60	0.00	0.00	166.60	
18	Consumption					
19						
20					0.00	
21					0.00	
22					0.00	
23					0.00	
24					0.00	
25					0.00	
26	Total	0.00	0.00	0.00	0.00	
27						
28						
29		453.40			453.40	
30		1,056.60			1,056.60	
31		373.00			373.00	
32					0.00	
33					0.00	
34					0.00	
35	Total	1,883.00	0.00	0.00	1,883.00	
36						
37					**TOTAL**	
38						
39						
40						
41						

	W	X	Y
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	1,645.02	0.00	
7	0.00	0.00	
8	553.66	0.00	
9	0.00	0.00	
10	652.89	0.00	
11	0.00	0.00	
12	0.00	0.00	
13	0.00	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$2,851.57	$0.00	
18			
19			
20	0.00	0.00	
21	0.00	0.00	
22	0.00	0.00	
23	0.00	0.00	
24	0.00	0.00	
25	0.00	0.00	
26	$0.00	$0.00	
27			
28			
29	161.41	0.00	
30	3,577.65	0.00	
31	837.01	0.00	
32	0.00	0.00	
33	0.00	0.00	
34	0.00	0.00	
35	$4,576.07	$0.00	
36			
37	$7,427.64	$0.00	
38			
39			
40			
41			

	Z	AA	AB
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		C3M4
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	AC	AD	AE	AF	AG	AH
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	0.00
21		0.00		0.00	0.00	0.00
22		0.00		0.00	0.00	0.00
23		0.00		0.00	0.00	0.00
24		0.00		0.00	0.00	0.00
25		0.00		0.00	0.00	0.00
26	0.00	0.00		$0.00	$0.00	0.00
27						
28						$0.00
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	AI	AJ	AK
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		C4M4
6	Monthly	5/8"	5.00
7	Eff 5/22/07	3/4"	0.00
8		1"	1.00
9		1-1/2"	1.00
10		2"	2.00
11		3"	0.00
12		4"	0.00
13		6"	0.00
14		8"	0.00
15		10"	0.00
16		12"	0.00
17	Total Meters		9.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		13.00
30	2nd 61 (100 CCF)		126.00
31	3rd 435 (100 CCF)		96.00
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	235.00
36			
37			
38			
39			
40			
41			

	AL	AM	AN	AO	AP	AQ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		5.00		58.50	0.00	
7		0.00		0.00	0.00	
8		1.00		29.14	0.00	
9		1.00		58.30	0.00	
10		2.00		186.54	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	9.00		$332.48	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29		13.00		4.63	0.00	
30		126.00		426.64	0.00	
31		96.00		215.42	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	235.00		$646.69	$0.00	
36						
37		**TOTAL**		$979.17	$0.00	
38						
39						
40						
41						

	AR	AS	AT
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	AU	AV	AW	AX	AY	AZ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20				0.00	0.00	
21				0.00	0.00	
22				0.00	0.00	
23				0.00	0.00	
24				0.00	0.00	
25				0.00	0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	BA	BB	BC
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		C7M4
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	BD	BE	BF	BG	BH	BI
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20				0.00	0.00	
21				0.00	0.00	
22				0.00	0.00	
23				0.00	0.00	
24				0.00	0.00	
25				0.00	0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	BJ	BK	BL	BM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BN	BO	BP	BQ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BR	BS	BT	BU	BV
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BW	BX	BY	BZ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CA	CB
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	H	I	J	K	L	M
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	N	O	P
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	Q	R	S	T	U	V
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	W	X	Y
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	Z	AA	AB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AC	AD	AE	AF	AG	AH
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	AI	AJ	AK
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AL	AM	AN	AO	AP	AQ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	AR	AS	AT
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AU	AV	AW	AX	AY	AZ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	BA	BB	BC
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	BD	BE	BF	BG	BH	BI
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						H7

	BJ	BK	BL	BM
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	BN	BO	BP	BQ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	BR	BS	BT	BU	BV
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58			H7		

	BW	BX	BY	BZ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	CA	CB
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		H8
58		

	A
1	Tennessee-American Water Company
2	**Ft. Oglethorpe**
3	Bill Analysis for the Month Ended April 30, 2008:
4	
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	**Consumption Res, Com, Ind, OPA, Misc. Customers**
30	
31	
32	
33	**Sale for Resale**
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly	5/8"	$0.00
7		3/4"	$0.00
8		1"	$0.00
9		1-1/2"	$0.00
10		2"	$0.00
11		3"	$0.00
12		4"	$0.00
13		6"	$0.00
14		8"	$0.00
15		10"	-
16		12"	-
17	Quarterly	5/8"	-
18		3/4"	-
19		1"	-
20		1-1/2"	-
21		2"	-
22		3"	-
23		4"	-
24		6"	-
25		8"	-
26		10"	-
27		12"	-
28			
29			Current
30		Monthly	Rates
31			
32			
33			Current
34		Monthly	Rates
35		All Usage (100 CCF)	$0.7660
36		Catoosa 11/19/05 & Ft. Ogle 10/19/06	$0.7960
37		Waldens Ridge (100 CCF)	$0.9375
38			
39	Eff 6/29/07	Catoosa	$0.8961
40			
41			

	E	F
1		
2		
3		
4	Proposed	
5	Rates	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17	-	
18	-	
19	-	
20	-	
21	-	
22	-	
23	-	
24	-	
25	-	
26	-	
27	-	
28		
29	Proposed	
30	Rates	
31		
32		
33	Proposed Res	
34	Rates	
35		
36		
37		
38		
39		
40		
41		

	G	H	I
1	Tennessee-American Water Company		
2	RESIDENTIAL		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29		Consumption	
30	Monthly		
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	J	K	L	M	N	O
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	P	Q	R
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29		Consumption	
30	Monthly		
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	S	T	U	V	W	X
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32	0.00	0.00		$0.00	$0.00	0.00
33						
34		**TOTAL**		$0.00	$0.00	$0.00
35						
36						
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		D5M4
6	Monthly	5/8"	
7	Eff 3/09/05	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Monthly	5/8"	
18	Eff 5/22/07	3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33	Monthly D5MWM		
34	Monthly D5MCM, D5MFM & D5MSM		
35	Monthly D5MCM Eff 6/29/07		
36		Total	0.00
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX
1					
2					
3					
4		Ft Ogl	Catoosa	Signal Mt	Waldens Rdg
5	D5M4M	D5MFM	D5MCM	D5MSM	D5MWM
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28	0.00	0.00	0.00	0.00	
29					
30					
31					
32	0.00	0.00	0.00	0.00	0.00
33					33,813.00
34		39,402.00		31,467.00	
35					
36	0.00	39,402.00	0.00	31,467.00	33,813.00
37					
38					**TOTAL**
39					
40					
41					

	AY	AZ	BA	BB	BC
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	0.00		$0.00	$0.00	
7	0.00		0.00	0.00	
8	0.00		0.00	0.00	
9	0.00		0.00	0.00	
10	0.00		0.00	0.00	
11	0.00		0.00	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	0.00		0.00	0.00	
18	0.00		0.00	0.00	
19	0.00		0.00	0.00	
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		0.00	0.00	
27	0.00		0.00	0.00	
28	0.00		$0.00	$0.00	
29					
30					
31	0.00		0.00	0.00	
32	0.00	0.00	$0.00	$0.00	
33	33,813.00		31,699.69	0.00	
34	70,869.00		56,411.72	0.00	
35	0.00		0.00	0.00	
36	104,682.00	0.00	$88,111.41	$0.00	
37					
38	104,682.00		$88,111.41	$0.00	
39					
40					
41					

	BD	BE	BF
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	BG	BH	BI	BJ	BK	BL
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00	0.00	$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	BM	BN	BO	BP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BQ	BR	BS	BT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BU	BV	BW	BX	BY
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BZ	CA	CB	CC
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CD	CE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	E	F
42		
43		per Quarter
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		

	G	H	I
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	J	K	L	M	N	O
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	P	Q	R
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	S	T	U	V	W	X
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AT	AU	AV	AW	AX
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					

	AY	AZ	BA	BB	BC
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					

	BD	BE	BF
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	BG	BH	BI	BJ	BK	BL
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						H7
65						

	BM	BN	BO	BP
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	BQ	BR	BS	BT
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	BU	BV	BW	BX	BY
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64			H7		
65					

	BZ	CA	CB	CC
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	CD	CE
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		H8
64		
65		

	A	B
1	Tennessee-American Water Company	
2	**Lone Oak**	
3	Bill Analysis for the Month Ended April 30, 2008:	
4		
5	Base Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com Customers**	
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E	F
1				
2				
3				
4		Current	Proposed	
5		Rates	Rates	
6	5/8"	$31.39		
7	3/4"	$31.39		
8	1"	$31.39		
9	1-1/2"	$31.39		
10	2"	$31.39		
11	3"	$31.39		
12	4"	$31.39		
13	6"	$31.39		
14	8"	$31.39		
15	10"	-		
16	12"	-		
17	5/8"	94.17	-	
18	3/4"	94.17	-	
19	1"	94.17	-	
20	1-1/2"	94.17	-	
21	2"	94.17	-	
22	3"	94.17	-	
23	4"	94.17	-	
24	6"	94.17	-	
25	8"	94.17	-	
26	10"	-	-	
27	12"	-	-	
28				
29		Current	Proposed	
30	Monthly	Rates	Rates	
31	First 2.67 (100 CCF)	$0.0000		
32	In Excess 2.67 (100 CCF)	$3.9473		
33				
34				
35				
36				
37				
38				
39				
40				
41				

	G	H	I
1	Tennessee-American Water Company		
2	RESIDENTIAL		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Base Charge		L1M4
6	Monthly	5/8"	110.00
7	Eff 3/09/05	3/4"	0.00
8		1"	0.00
9		1-1/2"	0.00
10		2"	0.00
11		3"	0.00
12		4"	0.00
13		6"	0.00
14		8"	0.00
15		10"	0.00
16		12"	0.00
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		110.00
29		Consumption	
30	Monthly		
31	First 2.67 (100 CCF)		241.60
32	In Excess 2.67 (100 CCF)		301.40
33		Total	543.00
34			
35			
36			
37			
38			
39			
40			
41			

	J	K	L	M	N	O
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		110.00		$3,452.90	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	110.00		$3,452.90	$0.00	
29						
30						
31		241.60		0.00	0.00	
32		301.40		1,189.72	0.00	
33	0.00	543.00		$1,189.72	$0.00	
34						
35		**TOTAL**		$4,642.62	$0.00	
36						
37						
38						
39						
40						
41						

	P	Q	R
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Base Charge		L2M4
6	Monthly	5/8"	2.00
7		3/4"	0.00
8		1"	0.00
9		1-1/2"	0.00
10		2"	0.00
11		3"	0.00
12		4"	0.00
13		6"	0.00
14		8"	0.00
15		10"	0.00
16		12"	0.00
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		2.00
29		Consumption	
30	Monthly		
31	First 2.67 (100 CCF)		2.67
32	In Excess 2.67 (100 CCF)		0.33
33		Total	3.00
34			
35			
36			
37			
38			
39			
40			
41			

	S	T	U	V	W	X
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		2.00		$62.78	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	2.00		$62.78	$0.00	
29						
30						
31		2.67		0.00	0.00	
32		0.33		1.30	0.00	
33	0.00	3.00		$1.30	$0.00	
34						
35		**TOTAL**		$64.08	$0.00	
36						
37						
38						
39						
40						
41						

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Base Charge		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32						
33	0.00	0.00		0.00	0.00	0.00
34						
35		**TOTAL**		$0.00	$0.00	$0.00
36						
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	
32						
33	0.00	0.00		0.00	0.00	
34						
35		**TOTAL**		$0.00	$0.00	
36						
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX	AY
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6				0.00		$0.00
7				0.00		0.00
8				0.00		0.00
9				0.00		0.00
10				0.00		0.00
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17				0.00		0.00
18				0.00		0.00
19				0.00		0.00
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26				0.00		0.00
27				0.00		0.00
28	0.00	0.00	0.00	0.00		0.00
29						
30						
31				0.00		0.00
32						
33	0.00	0.00	0.00	0.00	0.00	0.00
34						
35				**TOTAL**		$0.00
36						
37						
38						
39						
40						
41						

	AZ	BA	BB
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32			
33	0.00		
34			
35	$0.00		
36			
37			
38			
39			
40			
41			

	BC	BD	BE	BF	BG	BH	BI
1							
2							
3							
4							
5						Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17	5/8"					0.00	
18	3/4"					0.00	
19	1"					0.00	
20	1-1/2"					0.00	
21	2"					0.00	
22	3"					0.00	
23	4"					0.00	
24	6"					0.00	
25	8"					0.00	
26	10"					0.00	
27	12"					0.00	
28		0.00	0.00	0.00	0.00	0.00	
29							
30	Consumption						
31						0.00	
32							
33	Total	0.00	0.00	0.00	0.00	0.00	0.00
34							
35						**TOTAL**	
36							
37							
38							
39							
40							
41							

	BJ	BK	BL	BM	BN
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	$0.00	$0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	0.00	0.00			
18	0.00	0.00			
19	0.00	0.00			
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	0.00	0.00			
27	0.00	0.00			
28	0.00	0.00			
29					
30					
31	0.00	0.00			
32					
33	0.00	0.00			
34					
35	$0.00	$0.00			
36					
37					
38					
39					
40					
41					

	BO	BP	BQ	BR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BS	BT	BU	BV	BW
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BX	BY	BZ	CA
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CB	CC	CD	CE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		

	C	D	E	F
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	G	H	I
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	J	K	L	M	N	O
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	P	Q	R
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	S	T	U	V	W	X
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AT	AU	AV	AW	AX	AY
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AZ	BA	BB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	BC	BD	BE	BF	BG	BH	BI
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							

	BJ	BK	BL	BM	BN
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65			H7		
66					

	BO	BP	BQ	BR
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	BS	BT	BU	BV	BW
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					H7
66					

	BX	BY	BZ	CA
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	CB	CC	CD	CE
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				H8
65				
66				

	A	B
1	Tennessee-American Water Company	
2	**Suck Creek**	
3	Bill Analysis for the Month Ended April 30, 2008:	
4		
5	Base Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com Customers**	
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E	F
1				
2				
3				
4		Current	Proposed	
5		Rates	Rates	
6	5/8"	$22.85		
7	3/4"	$22.85		
8	1"	$22.85		
9	1-1/2"	$22.85		
10	2"	$22.85		
11	3"	$22.85		
12	4"	$22.85		
13	6"	$22.85		
14	8"	$22.85		
15	10"	-		
16	12"	-		
17	5/8"	68.55	-	
18	3/4"	68.55	-	
19	1"	68.55	-	
20	1-1/2"	68.55	-	
21	2"	68.55	-	
22	3"	68.55	-	
23	4"	68.55	-	
24	6"	68.55	-	
25	8"	68.55	-	
26	10"	-	-	
27	12"	-	-	
28				
29		Current	Proposed	
30	Monthly	Rates	Rates	
31	First 2 (100 CCF)	$0.0000		
32	2nd 10.67 (100 CCF)	$3.3000		
33	In Excess 12.67 (100 CCF)	$2.4750		
34				
35				
36				
37				
38				
39				
40				
41				

	G	H
1	Tennessee-American Water Company	
2	RESIDENTIAL	
3	Bill Analysis for the Month Ended April 30, 2008:	
4		
5	Base Charge	
6	Monthly	5/8"
7		3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Quarterly	5/8"
18		3/4"
19		1"
20		1-1/2"
21		2"
22		3"
23		4"
24		6"
25		8"
26		10"
27		12"
28	Total Meters	
29		Consumption
30	Monthly	
31	First 2 (100 CCF)	
32	2nd 10.67 (100 CCF)	
33	In Excess 12.67 (100 CCF)	
34		Total
35		
36		
37		
38		
39		
40		
41		

	I	J	K	L	M	N
1						
2						
3						
4					Present Rate	Proposed Rate
5	S1M4		Totals		Revenues	Revenues
6	206.63		206.63		$4,721.57	$0.00
7	0.00		0.00		0.00	0.00
8	1.00		1.00		22.85	0.00
9	0.00		0.00		0.00	0.00
10	0.00		0.00		0.00	0.00
11	0.00		0.00		0.00	0.00
12	0.00		0.00		0.00	0.00
13	0.00		0.00		0.00	0.00
14	0.00		0.00		0.00	0.00
15	0.00		0.00		0.00	0.00
16	0.00		0.00		0.00	0.00
17			0.00		0.00	0.00
18			0.00		0.00	0.00
19			0.00		0.00	0.00
20			0.00		0.00	0.00
21			0.00		0.00	0.00
22			0.00		0.00	0.00
23			0.00		0.00	0.00
24			0.00		0.00	0.00
25			0.00		0.00	0.00
26			0.00		0.00	0.00
27			0.00		0.00	0.00
28	207.63	0.00	207.63		$4,744.42	$0.00
29						
30						
31	383.53		383.53		0.00	0.00
32	640.83		640.83		2,114.74	0.00
33	55.64		55.64		137.71	0.00
34	1,080.00	0.00	1,080.00		$2,252.45	$0.00
35						
36			**TOTAL**		$6,996.87	$0.00
37						
38						
39						
40						
41						

	O	P	Q
1		Tennessee-American Water Company	
2		COMMERCIAL	
3		Bill Analysis for the Month Ended April 30, 2008:	
4			
5		Base Charge	
6		Monthly	5/8"
7			3/4"
8			1"
9			1-1/2"
10			2"
11			3"
12			4"
13			6"
14			8"
15			10"
16			12"
17		Quarterly	5/8"
18			3/4"
19			1"
20			1-1/2"
21			2"
22			3"
23			4"
24			6"
25			8"
26			10"
27			12"
28		Total Meters	
29			Consumption
30		Monthly	
31		First 2 (100 CCF)	
32		2nd 10.67 (100 CCF)	
33		In Excess 12.67 (100 CCF)	
34			Total
35			
36			
37			
38			
39			
40			
41			

	R	S	T	U	V	W	X
1							
2							
3							
4					Present Rate	Proposed Rate	
5	S2M4		Totals		Revenues	Revenues	
6	4.00		4.00		$91.40	$0.00	
7	0.00		0.00		0.00	0.00	
8	0.00		0.00		0.00	0.00	
9	0.00		0.00		0.00	0.00	
10	0.00		0.00		0.00	0.00	
11	0.00		0.00		0.00	0.00	
12	0.00		0.00		0.00	0.00	
13	0.00		0.00		0.00	0.00	
14	0.00		0.00		0.00	0.00	
15	0.00		0.00		0.00	0.00	
16	0.00		0.00		0.00	0.00	
17			0.00		0.00	0.00	
18			0.00		0.00	0.00	
19			0.00		0.00	0.00	
20			0.00		0.00	0.00	
21			0.00		0.00	0.00	
22			0.00		0.00	0.00	
23			0.00		0.00	0.00	
24			0.00		0.00	0.00	
25			0.00		0.00	0.00	
26			0.00		0.00	0.00	
27			0.00		0.00	0.00	
28	4.00	0.00	4.00		$91.40	$0.00	
29							
30							
31	3.00		3.00		0.00	0.00	
32	1.00		1.00		3.30	0.00	
33			0.00		0.00	0.00	
34	4.00	0.00	4.00		$3.30	$0.00	
35							
36			**TOTAL**		$94.70	$0.00	
37							
38							
39							
40							
41							

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Base Charge		S3M4
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	First 2 (100 CCF)		
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	0.00		0.00	0.00	0.00
35						
36		**TOTAL**		$0.00	$0.00	$0.00
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		S4M4
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	First 2 (100 CCF)		
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	0.00		0.00	0.00	
35						
36		**TOTAL**		$0.00	$0.00	
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended April 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33			
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX	AY
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6				0.00		$0.00
7				0.00		0.00
8				0.00		0.00
9				0.00		0.00
10				0.00		0.00
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17				0.00		0.00
18				0.00		0.00
19				0.00		0.00
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26				0.00		0.00
27				0.00		0.00
28	0.00	0.00	0.00	0.00		0.00
29						
30						
31				0.00		0.00
32						
33						
34	0.00	0.00	0.00	0.00	0.00	0.00
35						
36				**TOTAL**		$0.00
37						
38						
39						
40						
41						

	AZ	BA	BB
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended April 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32			
33			
34	0.00		
35			
36	$0.00		
37			
38			
39			
40			
41			

	BC	BD	BE	BF	BG	BH	BI
1							
2							
3							
4							
5						Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17	5/8"					0.00	
18	3/4"					0.00	
19	1"					0.00	
20	1-1/2"					0.00	
21	2"					0.00	
22	3"					0.00	
23	4"					0.00	
24	6"					0.00	
25	8"					0.00	
26	10"					0.00	
27	12"					0.00	
28		0.00	0.00	0.00	0.00	0.00	
29							
30	Consumption						
31						0.00	
32							
33							
34	Total	0.00	0.00	0.00	0.00	0.00	0.00
35							
36						**TOTAL**	
37							
38							
39							
40							
41							

	BJ	BK	BL	BM	BN
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	$0.00	$0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	0.00	0.00			
18	0.00	0.00			
19	0.00	0.00			
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	0.00	0.00			
27	0.00	0.00			
28	0.00	0.00			
29					
30					
31	0.00	0.00			
32					
33					
34	0.00	0.00			
35					
36	$0.00	$0.00			
37					
38					
39					
40					
41					

	BO	BP	BQ	BR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BS	BT	BU	BV	BW
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BX	BY	BZ	CA
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CB	CC	CD	CE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		

	C	D	E	F
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	G	H
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		

	I	J	K	L	M	N
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	O	P	Q
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	R	S	T	U	V	W	X
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AT	AU	AV	AW	AX	AY
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AZ	BA	BB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	BC	BD	BE	BF	BG	BH	BI
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							

	BJ	BK	BL	BM	BN
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66			H7		
67					

	BO	BP	BQ	BR
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	BS	BT	BU	BV	BW
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					H7
67					

	BX	BY	BZ	CA
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	CB	CC	CD	CE
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				H8
66				
67				

	A	B	C	D	E	F	G
1							
2							
3							**RATE STU**
4							
5							
6							
7							
8				**Per**		**Per**	
9		**Apr-08**		**General**		**Rate**	
10				**Ledger**		**Study**	
11		Res		$1,227,025.83		$1,236,459.27	
12		Com		$935,893.26		$939,288.92	
13		Ind		$375,018.36		$367,966.92	
14		OPA		$193,620.85		$195,126.73	
15		OWU		$89,095.30		$89,095.30	
16		Priv Fr		$134,832.04		$0.00	
17		Pub Fr		$0.00		$0.00	
18		Misc		$20.00		$0.00	
19		Adj.		$0.00		$0.00	
20		**Total**		$2,955,505.64		$2,827,937.14	
21							
22		Notes: a)					
23		b)					
24		c)					
25							
26							
27							
28							
29							
30							
31							

	H	I	J	K	L	M
1						
2						
3	**DY - GENERAL LEDGER REVENUE COMPARISON**					
4	**TENNESSEE WATER**					
5	**04/01/2008 to 04/30/2008**					
6						
7						
8					**Total Rate**	
9	**Fixed**		**Miscellaneous**		**Study / Fixed**	
10	**Charges**		**Charges**		**Misc.**	
11	$0.00		($9,711.53)		$1,226,747.74	
12	$0.00		($3,398.59)		$935,890.33	
13	$0.00		$7,050.96		$375,017.88	
14	$0.00		($1,507.10)		$193,619.63	
15	$0.00		$0.00		$89,095.30	
16	$135,996.06		($1,289.55)		$134,706.51	
17	$0.00		$0.00		$0.00	
18	$0.00		$0.00		$0.00	
19	$0.00		$0.00		$0.00	
20	$135,996.06		($8,855.81)		$2,955,077.39	
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

	N	O	P	Q	R	S	T
1							
2							
3							
4							
5							
6							
7							
8							
9			**%**				
10	**Variance**		**Variance**				
11	($278.09)		-0.023%				
12	($2.93)		0.000%				
13	($0.48)		0.000%				
14	($1.22)		-0.001%				
15	$0.00		0.000%				
16	($125.53)		-0.093%				
17	$0.00		#DIV/0!				
18	($20.00)		-100.000%				
19	$0.00		#DIV/0!				
20	($428.25)		-0.014%				
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

	U	V	W	X	Y	Z	AA
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

	AH
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

	A	B	C	D	E	F	G	H	I
1									
2									
3								**RATE STUDY - GENERAL L**	
4								**TENNES**	
5								**04/01/2008**	
6									
7									
8						**Per**			
9		**Apr-08**		**Per PMT**		**Rate**		**Fixed**	
10				**Report**		**Study**		**Charges**	
11		Res		268,718.94		272,376.75		0.00	
12		Com		249,412.71		251,305.50		0.00	
13		Ind		237,291.91		235,202.25		0.00	
14		OPA		59,419.67		60,153.75		0.00	
15		OWU		78,314.30		78,518.25		0.00	
16		Priv Fr		0.00		0.00		0.00	
17		Pub Fr		0.00		0.00		0.00	
18		Misc		0.00		0.00		0.00	
19		Adj.		0.00		0.00		0.00	
20		**Total**		893,157.53		897,556.50		0.00	
21									
22									
23									
24									
25									
26									
27									
28									
29									

	J	K	L	M	N	O	P
1							
2							
3	**EDGER USAGE COMPARISON**						
4	**SEE WATER**						
5	**to 04/30/2008**						
6							
7							
8			**Total Rate**				
9	**Miscellaneous**		**Study / Fixed**				**%**
10	**Charges**		**Misc.**		**Variance**		**Variance**
11	(3,496.00)		268,880.75		161.81		0.060%
12	(1,611.00)		249,694.50		281.79		0.113%
13	2,708.25		237,910.50		618.59		0.261%
14	(769.00)		59,384.75		(34.92)		-0.059%
15	0.00		78,518.25		203.95		0.260%
16	0.00		0.00		0.00		0.000%
17	0.00		0.00		0.00		0.000%
18	0.00		0.00		0.00		0.000%
19	0.00		0.00		0.00		0.000%
20	(3,167.75)		894,388.75		1,231.22		0.138%
21							
22							
23							
24							
25							
26							
27							
28							
29							

	Q	R	S	T	U	V	W
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							

	X	Y	Z	AA	AB	AC
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						

	AD	AE	AF	AG	AH
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					

	A
1	Tennessee-American Water Company
2	**Chatanooga**
3	Bill Analysis for the Month Ended May 31, 2008:
4	Rates for General Water Service Effective 3/09/05
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
19	Effective 3/09/05
20	
21	
22	
23	
24	
25	
26	
27	**Consumption Res, Com, Ind, OPA, Misc. Customers**
28	Effective 5/22/07
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$10.42
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.1720
21		2nd 61 (100 CCF)	$2.7300
22		3rd 435 (100 CCF)	$1.7150
23		4th 4,500 (100 CCF)	$1.2820
24		5th 10,000 (100CCF)	$0.9800
25		In Excess 15,000 (100 CCF)	$0.5820
26			
27			Current
28		Monthly	Rates
29		First 4 (100 CCF)	$0.1940
30		2nd 61 (100 CCF)	$3.0730
31		3rd 435 (100 CCF)	$1.9310
32		4th 4,500 (100 CCF)	$1.4430
33		5th 10,000 (100CCF)	$1.1030
34		In Excess 15,000 (100 CCF)	$0.6550
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Monthly
7			Eff 5/22/07
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly Eff 3/09/05
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27	Proposed		
28	Rates		Monthly Eff 5/22/07
29			First 4 (100 CCF)
30			2nd 61 (100 CCF)
31			3rd 435 (100 CCF)
32			4th 4,500 (100 CCF)
33			5th 10,000 (100CCF)
34			In Excess 15,000 (100 CCF)
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L
1					
2					
3					
4					
5		A1M4	A1MSM		WATER
6	5/8"	57,584.93	1.00		
7	3/4"	94.57			
8	1"	166.47			
9	1-1/2"	19.00			
10	2"	10.33			
11	3"	0.40			
12	4"				
13	6"				
14	8"				
15	10"				
16	12"				
17		57,875.70	1.00	0.00	0.00
18	Consumption				
19					
20					
21					
22					
23					
24					
25					
26	Total	0.00	0.00	0.00	0.00
27					
28					
29		182,049.43	1.00		
30		120,975.89			
31		3,758.02			
32		86.66			
33					
34					
35	Total	306,870.00	1.00	0.00	0.00
36					
37					
38					
39					
40					
41					

	M	N	O	P	Q
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	57,585.93		600,045.38	0.00	
7	94.57		1,655.86	0.00	
8	166.47		4,850.85	0.00	
9	19.00		1,107.70	0.00	
10	10.33		963.79	0.00	
11	0.40		69.96	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	57,876.70		$608,693.54	$0.00	
18					
19					
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		$0.00	$0.00	
27					
28					
29	182,050.43		35,317.78	0.00	
30	120,975.89		371,758.91	0.00	
31	3,758.02		7,256.74	0.00	
32	86.66		125.05	0.00	
33	0.00		0.00	0.00	
34	0.00		0.00	0.00	
35	306,871.00		$414,458.48	$0.00	
36					
37	**TOTAL**		$1,023,152.02	$0.00	
38					
39					
40					
41					

	R	S
1	Tennessee-American Water Company	
2	COMMERCIAL	
3	Bill Analysis for the Month Ended May 31, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		Consumption
19	Monthly Eff 3/09/05	
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	T	U	V	W	X
1					
2					
3					
4					
5	A2M4	A2MAM	A2MSM	A2M4S	A2MTM
6	4,747.03	0.00	1.00	1.00	1.00
7	129.03	0.00	0.00	0.00	0.00
8	1,297.90	1.00	2.00	5.00	0.00
9	322.90	1.00	3.00	10.00	1.00
10	796.77	4.00	100.43	121.43	
11	37.03	0.00	0.00	0.00	
12	2.70	1.00	8.00	5.00	
13	1.00	1.00	9.00	1.00	
14			1.00		
15					
16					
17	7,334.37	8.00	124.43	143.43	2.00
18					
19					
20					
21					
22					
23					
24					
25					
26	0.00	0.00	0.00	0.00	0.00
27					
28					
29	20,370.46	28.00	494.80	4.00	8.00
30	88,237.70	391.00	7,428.70	61.00	70.00
31	86,924.16	1,290.00	39,804.50	353.00	435.00
32	25,959.68	4,292.00	40,163.00		305.00
33	806.00				
34					
35	222,298.00	6,001.00	87,891.00	418.00	818.00
36					
37					
38					
39					
40					
41					

	Y	Z	AA	AB	AC	AD
1						
2						
3						
4				Present Rate	Proposed Rate	
5	A2M4D	Totals		Revenues	Revenues	
6		4,750.03		49,495.35	0.00	
7		129.03		2,259.38	0.00	
8		1,305.90		38,053.91	0.00	
9		337.90		19,699.58	0.00	
10		1,022.63		95,381.04	0.00	
11		37.03		6,476.76	0.00	
12		16.70		4,867.89	0.00	
13		12.00		6,995.88	0.00	
14		1.00		932.77	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	7,612.23		$224,162.56	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29		20,905.26		4,055.62	0.00	
30		96,188.40		295,586.95	0.00	
31		128,806.66		248,725.66	0.00	
32		70,719.68		102,048.50	0.00	
33		806.00		889.02	0.00	
34		0.00		0.00	0.00	
35	0.00	317,426.00		$651,305.75	$0.00	
36						
37		**TOTAL**		$875,468.31	$0.00	
38						
39						
40						
41						

	AE	AF
1	Tennessee-American Water Company	
2	INDUSTRIALS	
3	Bill Analysis for the Month Ended May 31, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		
19	Monthly Eff 3/09/05	Consumption
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	Consumption
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	AG	AH	AI	AJ	AK	AL
1						
2						
3						
4						
5	A3M4	A3MSM	A3M4M	A3M4S	Totals	
6	19.23	0.00	0.00	0.00	19.23	
7	1.00	0.00	0.00	0.00	1.00	
8	22.10	0.00	0.00	0.00	22.10	
9	5.00	0.00	1.00	0.00	6.00	
10	47.80	8.00	9.70	12.00	77.50	
11	0.00	0.00	0.00	0.00	0.00	
12	11.53	2.00	4.00	1.00	18.53	
13	3.00	1.00	1.83	1.00	6.83	
14					0.00	
15					0.00	
16					0.00	
17	109.67	11.00	16.53	14.00	151.20	
18						
19						
20					0.00	
21					0.00	
22					0.00	
23					0.00	
24					0.00	
25					0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29	292.53	44.00	66.13		402.66	
30	2,534.47	671.00	1,008.53		4,214.00	
31	7,716.00	4,547.00	6,203.00		18,466.00	
32	17,387.00	23,870.00	37,567.00		78,824.00	
33	15,210.00	27,646.00	25,379.33		68,235.33	
34	3,734.00	57,447.00	3,538.01		64,719.01	
35	46,874.00	114,225.00	73,762.00	0.00	234,861.00	
36						
37					**TOTAL**	
38						
39						
40						
41						

	AM	AN	AO
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	200.41	0.00	
7	17.51	0.00	
8	643.99	0.00	
9	349.80	0.00	
10	7,228.43	0.00	
11	0.00	0.00	
12	5,402.28	0.00	
13	3,983.76	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$17,826.18	$0.00	
18			
19			
20	0.00	0.00	0.00
21	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	$0.00	$0.00	0.00
27			
28			
29	78.12	0.00	#REF!
30	12,949.62	0.00	#REF!
31	35,657.85	0.00	#REF!
32	113,743.03	0.00	#REF!
33	75,263.57	0.00	#REF!
34	42,390.95	0.00	#REF!
35	$280,083.14	$0.00	#REF!
36			
37	$297,909.32	$0.00	$0.00
38			
39			
40			
41			

	AP	AQ
1	Tennessee-American Water Company	
2	OTHER PUBLIC AUTHORITY	
3	Bill Analysis for the Month Ended May 31, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		
19	Monthly Eff 3/09/05	Consumption
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	Consumption
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	AR	AS	AT	AU	AV
1					
2					
3					
4					
5	A4M4	A4MSM	A4M4A	A4M4S	A4MAM
6	152.73	0.00	0.00	1.00	0.00
7	10.00	0.00	0.00	1.00	0.00
8	119.00	0.00	0.00	1.00	0.00
9	58.00	2.00	0.00	4.00	0.00
10	197.00	34.00	1.00	39.00	1.00
11	4.00	1.00		1.00	
12	10.00	8.00		3.00	
13		2.00			
14					
15					
16					
17	550.73	47.00	1.00	50.00	1.00
18					
19					
20					
21					
22					
23					
24					
25					
26	0.00	0.00	0.00	0.00	0.00
27					
28					
29	1,537.93	184.00		4.00	
30	11,061.07	2,494.00		61.00	
31	14,629.00	11,234.00		56.00	
32	10,169.00	20,406.00			
33	2,640.00	2,058.00			
34					
35	40,037.00	36,376.00	0.00	121.00	0.00
36					
37					
38					
39					
40					
41					

	AW	AX	AY	AZ	BA	BB
1						
2						
3						
4				Present Rate	Proposed Rate	
5	A4M4M	Totals		Revenues	Revenues	
6	0.00	153.73		1,601.91	0.00	
7	0.00	11.00		192.61	0.00	
8	2.00	122.00		3,555.08	0.00	
9	1.00	65.00		3,789.50	0.00	
10	9.00	281.00		26,208.87	0.00	
11		6.00		1,049.34	0.00	
12		21.00		6,121.29	0.00	
13		2.00		1,165.98	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	12.00	661.73		$43,684.58	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29	44.00	1,769.93		343.37	0.00	
30	516.00	14,132.07		43,427.85	0.00	
31	1,165.00	27,084.00		52,299.20	0.00	
32	327.00	30,902.00		44,591.59	0.00	
33		4,698.00		5,181.89	0.00	
34		0.00		0.00	0.00	
35	2,052.00	78,586.00		$145,843.90	$0.00	
36						
37		**TOTAL**		$189,528.48	$0.00	
38						
39						
40						
41						

	BC	BD	BE
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		A5M4
6	Eff 5/22/07	5/8"	0.00
7		3/4"	0.00
8		1"	0.00
9		1-1/2"	0.00
10		2"	1.00
11		3"	0.00
12		4"	2.00
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		3.00
18			
19	Monthly Eff 3/09/05	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07	Consumption	
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	BF	BG	BH	BI	BJ	BK
1						
2						
3						
4						Present Rate
5	A5M4M			Totals		Revenues
6	0.00			0.00		0.00
7	0.00			0.00		0.00
8	0.00			0.00		0.00
9	0.00			0.00		0.00
10	0.00			1.00		93.27
11	0.00			0.00		0.00
12	1.00			3.00		874.47
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17	1.00	0.00	0.00	4.00		$967.74
18						
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	0.00	0.00	0.00	0.00		$0.00
27						
28						
29				0.00		0.00
30				0.00		0.00
31				0.00		0.00
32				0.00		0.00
33				0.00		0.00
34				0.00		0.00
35	0.00	0.00	0.00	0.00		$0.00
36						
37				**TOTAL**		$967.74
38						
39						
40						
41						

	BL	BM	BN
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Eff 5/22/07
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly Eff 3/09/05
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28			Monthly Eff 3/09/05
29	0.00		First 4 (100 CCF)
30	0.00		2nd 61 (100 CCF)
31	0.00		3rd 435 (100 CCF)
32	0.00		4th 4,500 (100 CCF)
33	0.00		5th 10,000 (100CCF)
34	0.00		In Excess 15,000 (100 CCF)
35	$0.00		
36			
37	$0.00		
38			
39			
40			
41			

	BO	BP	BQ	BR	BS	BT	BU
1							
2							
3							
4							
5		A7M4				Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17		0.00	0.00	0.00	0.00	0.00	
18							
19	Consumption						
20						0.00	
21						0.00	
22						0.00	
23						0.00	
24						0.00	
25						0.00	
26	Total	0.00	0.00	0.00	0.00	0.00	
27							
28	Consumption						
29						0.00	
30						0.00	
31						0.00	
32						0.00	
33						0.00	
34						0.00	
35	Total	0.00	0.00	0.00	0.00	0.00	
36							
37						**TOTAL**	
38							
39							
40							
41							

	BV	BW	BX	BY	BZ
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	0.00	0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	$0.00	$0.00			
18					
19					
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	$0.00	$0.00			
27					
28					
29	0.00	0.00			
30	0.00	0.00			
31	0.00	0.00			
32	0.00	0.00			
33	0.00	0.00			
34	0.00	0.00			
35	$0.00	$0.00			
36					
37	$0.00	$0.00			
38					
39					
40					
41					

	CA	CB	CC	CD
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CE	CF	CG	CH	CI
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	CJ	CK	CL	CM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CN	CO	CP	CQ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	H	I	J	K	L
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	M	N	O	P	Q
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	R	S
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	T	U	V	W	X
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	Y	Z	AA	AB	AC	AD
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	AE	AF
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	AG	AH	AI	AJ	AK	AL
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	AM	AN	AO
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	AP	AQ
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	AR	AS	AT	AU	AV
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	AW	AX	AY	AZ	BA	BB
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	BC	BD	BE
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	BF	BG	BH	BI	BJ	BK
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	BL	BM	BN
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	BO	BP	BQ	BR	BS	BT	BU
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							

	BV	BW	BX	BY	BZ
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58			H7		
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	CA	CB	CC	CD
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	CE	CF	CG	CH	CI
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					H7
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	CJ	CK	CL	CM
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	CN	CO	CP	CQ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				H8
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	A
1	Tennessee-American Water Company
2	**Lookout Mountain**
3	Bill Analysis for the Month Ended May 31, 2008:
4	Rates for General Water Service Effective 3/09/05
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, Misc. Customers**
19	Effective 5/22/07
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$11.70
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.7210
21		2nd 61 (100 CCF)	$3.9580
22		3rd 435 (100 CCF)	$2.8160
23		4th 4,500 (100 CCF)	$1.9690
24		5th 10,000 (100CCF)	$1.6300
25		In Excess 15,000 (100 CCF)	$1.1810
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Monthly
7			Eff 5/22/07
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly Eff 5/22/07
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L	M	N
1							
2							
3							
4							Present Rate
5		B1M4			Totals		Revenues
6	5/8"	1,688.00			1,688.00		19,749.60
7	3/4"	42.57			42.57		745.35
8	1"	117.60			117.60		3,426.86
9	1-1/2"	2.00			2.00		116.60
10	2"	3.00			3.00		279.81
11	3"				0.00		0.00
12	4"				0.00		0.00
13	6"				0.00		0.00
14	8"				0.00		0.00
15	10"				0.00		0.00
16	12"				0.00		0.00
17		1,853.17	0.00	0.00	1,853.17		$24,318.22
18							
19							
20		6,302.96			6,302.96		4,544.43
21		11,919.04			11,919.04		47,175.56
22		1,270.00			1,270.00		3,576.32
23		236.00			236.00		464.68
24					0.00		0.00
25					0.00		0.00
26	Total	19,728.00	0.00	0.00	19,728.00		$55,760.99
27							
28					**TOTAL**		$80,079.21
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							

	O	P	Q
1			Tennessee-American Water Company
2			COMMERCIAL
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Monthly
7	0.00		Eff 5/22/07
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly Eff 5/22/07
20	0.00	0.00	First 4 (100 CCF)
21	0.00	0.00	2nd 61 (100 CCF)
22	0.00	0.00	3rd 435 (100 CCF)
23	0.00	0.00	4th 4,500 (100 CCF)
24	0.00	0.00	5th 10,000 (100CCF)
25	0.00	0.00	In Excess 15,000 (100 CCF)
26	$0.00		
27			
28	$0.00		
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	R	S	T	U	V	W	X
1							
2							
3							
4							
5		B2M4	B2M4M			Totals	
6	5/8"	56.13	0.00			56.13	
7	3/4"	2.00	0.00			2.00	
8	1"	18.33	0.00			18.33	
9	1-1/2"	3.00	0.00			3.00	
10	2"	7.57	0.57			8.13	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17		87.03	0.57	0.00	0.00	87.60	
18							
19							
20		254.34				254.34	
21		1,321.66				1,321.66	
22		1,188.00				1,188.00	
23						0.00	
24						0.00	
25						0.00	
26	Total	2,764.00	0.00	0.00	0.00	2,764.00	
27							
28						**TOTAL**	
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							

	Y	Z	AA
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	656.76	0.00	
7	35.02	0.00	
8	534.25	0.00	
9	174.90	0.00	
10	758.59	0.00	
11	0.00	0.00	
12	0.00	0.00	
13	0.00	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$2,159.52	$0.00	
18			
19			
20	183.38	0.00	
21	5,231.13	0.00	
22	3,345.41	0.00	
23	0.00	0.00	
24	0.00	0.00	
25	0.00	0.00	
26	$8,759.92	$0.00	
27			
28	$10,919.44	$0.00	
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		B3M4
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AE	AF	AG	AH	AI	AJ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						#REF!
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	AK	AL	AM
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		B4M4
6	Monthly	5/8"	13.10
7	Eff 5/22/07	3/4"	1.00
8		1"	9.57
9		1-1/2"	1.00
10		2"	6.00
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		30.67
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		81.27
21	2nd 61 (100 CCF)		457.73
22	3rd 435 (100 CCF)		197.00
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	736.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AN	AO	AP	AQ	AR	AS
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		13.10		153.27	0.00	
7		1.00		17.51	0.00	
8		9.57		278.77	0.00	
9		1.00		58.30	0.00	
10		6.00		559.62	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	30.67		$1,067.47	$0.00	
18						
19						
20		81.27		58.60	0.00	
21		457.73		1,811.70	0.00	
22		197.00		554.75	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	736.00		$2,425.05	$0.00	
27						
28		**TOTAL**		$3,492.52	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	AT	AU	AV	AW
1	Tennessee-American Water Company			
2	OTHER WATER UTILITIES			
3	Bill Analysis for the Month Ended May 31, 2008:			
4				
5	Number of Meters			
6	Monthly	5/8"		
7	Eff 5/22/07	3/4"		
8		1"		
9		1-1/2"		
10		2"		
11		3"		
12		4"		
13		6"		
14		8"		
15		10"		
16		12"		
17	Total Meters		0.00	0.00
18				
19	Monthly Eff 5/22/07			
20	First 4 (100 CCF)			
21	2nd 61 (100 CCF)			
22	3rd 435 (100 CCF)			
23	4th 4,500 (100 CCF)			
24	5th 10,000 (100CCF)			
25	In Excess 15,000 (100 CCF)			
26		Total	0.00	0.00
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	AX	AY	AZ	BA	BB
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	0.00		0.00	0.00	
7	0.00		0.00	0.00	
8	0.00		0.00	0.00	
9	0.00		0.00	0.00	
10	0.00		0.00	0.00	
11	0.00		0.00	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	0.00		$0.00	$0.00	
18					
19					
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		$0.00	$0.00	
27					
28	**TOTAL**		$0.00	$0.00	
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BC	BD	BE
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		B7M4
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	BF	BG	BH	BI	BJ	BK
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	BL	BM	BN	BO
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BP	BQ	BR	BS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BT	BU	BV	BW	BX
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BY	BZ	CA	CB
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CC	CD
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	H	I	J	K	L	M	N
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							

	O	P	Q
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	R	S	T	U	V	W	X
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AB	AC	AD
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AE	AF	AG	AH	AI	AJ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	AK	AL	AM
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AN	AO	AP	AQ	AR	AS
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	AT	AU	AV	AW
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	AX	AY	AZ	BA	BB
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					

	BC	BD	BE
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	BF	BG	BH	BI	BJ	BK
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	BL	BM	BN	BO
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	BP	BQ	BR	BS
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	BT	BU	BV	BW	BX
42					
43					
44					
45					
46					
47					
48					
49			H7		
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					

	BY	BZ	CA	CB
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	CC	CD
42		
43		
44		
45		
46		
47		
48		H8
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		

	A
1	Tennessee-American Water Company
2	**Lakeview**
3	Bill Analysis for the Month Ended May 31, 2008:
4	Rates for General Water Service
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
19	Effective 3/09/05
20	
21	
22	
23	
24	
25	
26	
27	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
28	Effective 5/22/07
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$11.70
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.3160
21		2nd 61 (100 CCF)	$3.0080
22		3rd 435 (100 CCF)	$1.9930
23		4th 4,500 (100 CCF)	$1.4250
24		5th 10,000 (100CCF)	$1.1240
25		In Excess 15,000 (100 CCF)	$0.7250
26			
27			Current
28		Monthly	Rates
29		First 4 (100 CCF)	$0.3560
30		2nd 61 (100 CCF)	$3.3860
31		3rd 435 (100 CCF)	$2.2440
32		4th 4,500 (100 CCF)	$1.6040
33		5th 10,000 (100CCF)	$1.2650
34		In Excess 15,000 (100 CCF)	$0.8160
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Quarterly
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27	Proposed		
28	Rates		Monthly Eff 5/22/07
29			First 4 (100 CCF)
30			2nd 61 (100 CCF)
31			3rd 435 (100 CCF)
32			4th 4,500 (100 CCF)
33			5th 10,000 (100CCF)
34			In Excess 15,000 (100 CCF)
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L	M
1						
2						
3						
4						Present Rate
5		C1M4		Totals		Revenues
6	5/8"	2,818.07		2,818.07		32,971.38
7	3/4"	0.00		0.00		0.00
8	1"	4.00		4.00		116.56
9	1-1/2"			0.00		0.00
10	2"			0.00		0.00
11	3"			0.00		0.00
12	4"			0.00		0.00
13	6"			0.00		0.00
14	8"			0.00		0.00
15	10"			0.00		0.00
16	12"			0.00		0.00
17		2,822.07	0.00	2,822.07		$33,087.94
18	Consumption					
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	Total	0.00	0.00	0.00		$0.00
27						
28						
29		8,902.68		8,902.68		3,169.35
30		5,636.32		5,636.32		19,084.58
31		10.00		10.00		22.44
32				0.00		0.00
33				0.00		0.00
34				0.00		0.00
35	Total	14,549.00	0.00	14,549.00		$22,276.37
36						
37				**TOTAL**		$55,364.31
38						
39						
40						
41						

	N	O	P
1			Tennessee-American Water Company
2			COMMERCIAL
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Quarterly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28			Monthly Eff 5/22/07
29	0.00		First 4 (100 CCF)
30	0.00		2nd 61 (100 CCF)
31	0.00		3rd 435 (100 CCF)
32	0.00		4th 4,500 (100 CCF)
33	0.00		5th 10,000 (100CCF)
34	0.00		In Excess 15,000 (100 CCF)
35	$0.00		
36			
37	$0.00		
38			
39			
40			
41			

	Q	R	S	T	U	V
1						
2						
3						
4						
5		C2M4			Totals	
6	5/8"	138.33			138.33	
7	3/4"	0.00			0.00	
8	1"	19.00			19.00	
9	1-1/2"	0.00			0.00	
10	2"	7.00			7.00	
11	3"				0.00	
12	4"				0.00	
13	6"				0.00	
14	8"				0.00	
15	10"				0.00	
16	12"				0.00	
17		164.33	0.00	0.00	164.33	
18	Consumption					
19						
20					0.00	
21					0.00	
22					0.00	
23					0.00	
24					0.00	
25					0.00	
26	Total	0.00	0.00	0.00	0.00	
27						
28						
29		417.93			417.93	
30		1,048.07			1,048.07	
31		482.00			482.00	
32					0.00	
33					0.00	
34					0.00	
35	Total	1,948.00	0.00	0.00	1,948.00	
36						
37					**TOTAL**	
38						
39						
40						
41						

	W	X	Y
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	1,618.50	0.00	
7	0.00	0.00	
8	553.66	0.00	
9	0.00	0.00	
10	652.89	0.00	
11	0.00	0.00	
12	0.00	0.00	
13	0.00	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$2,825.05	$0.00	
18			
19			
20	0.00	0.00	
21	0.00	0.00	
22	0.00	0.00	
23	0.00	0.00	
24	0.00	0.00	
25	0.00	0.00	
26	$0.00	$0.00	
27			
28			
29	148.78	0.00	
30	3,548.77	0.00	
31	1,081.61	0.00	
32	0.00	0.00	
33	0.00	0.00	
34	0.00	0.00	
35	$4,779.16	$0.00	
36			
37	$7,604.21	$0.00	
38			
39			
40			
41			

	Z	AA	AB
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		C3M4
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	AC	AD	AE	AF	AG	AH
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	0.00
21		0.00		0.00	0.00	0.00
22		0.00		0.00	0.00	0.00
23		0.00		0.00	0.00	0.00
24		0.00		0.00	0.00	0.00
25		0.00		0.00	0.00	0.00
26	0.00	0.00		$0.00	$0.00	0.00
27						
28						$0.00
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	AI	AJ	AK
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		C4M4
6	Monthly	5/8"	5.00
7	Eff 5/22/07	3/4"	0.00
8		1"	1.00
9		1-1/2"	1.00
10		2"	2.00
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		9.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		12.00
30	2nd 61 (100 CCF)		122.00
31	3rd 435 (100 CCF)		70.00
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	204.00
36			
37			
38			
39			
40			
41			

	AL	AM	AN	AO	AP	AQ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		5.00		58.50	0.00	
7		0.00		0.00	0.00	
8		1.00		29.14	0.00	
9		1.00		58.30	0.00	
10		2.00		186.54	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	9.00		$332.48	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29		12.00		4.27	0.00	
30		122.00		413.09	0.00	
31		70.00		157.08	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	204.00		$574.44	$0.00	
36						
37		**TOTAL**		$906.92	$0.00	
38						
39						
40						
41						

	AR	AS	AT
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	AU	AV	AW	AX	AY	AZ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20				0.00	0.00	
21				0.00	0.00	
22				0.00	0.00	
23				0.00	0.00	
24				0.00	0.00	
25				0.00	0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	BA	BB	BC
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		C7M4
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	BD	BE	BF	BG	BH	BI
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20				0.00	0.00	
21				0.00	0.00	
22				0.00	0.00	
23				0.00	0.00	
24				0.00	0.00	
25				0.00	0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	BJ	BK	BL	BM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BN	BO	BP	BQ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BR	BS	BT	BU	BV
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BW	BX	BY	BZ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CA	CB
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	H	I	J	K	L	M
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	N	O	P
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	Q	R	S	T	U	V
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	W	X	Y
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	Z	AA	AB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AC	AD	AE	AF	AG	AH
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	AI	AJ	AK
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AL	AM	AN	AO	AP	AQ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	AR	AS	AT
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AU	AV	AW	AX	AY	AZ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	BA	BB	BC
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	BD	BE	BF	BG	BH	BI
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						H7

	BJ	BK	BL	BM
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	BN	BO	BP	BQ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	BR	BS	BT	BU	BV
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58			H7		

	BW	BX	BY	BZ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	CA	CB
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		H8
58		

	A
1	Tennessee-American Water Company
2	**Ft. Oglethorpe**
3	Bill Analysis for the Month Ended May 31, 2008:
4	
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	**Consumption Res, Com, Ind, OPA, Misc. Customers**
30	
31	
32	
33	**Sale for Resale**
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly	5/8"	$0.00
7		3/4"	$0.00
8		1"	$0.00
9		1-1/2"	$0.00
10		2"	$0.00
11		3"	$0.00
12		4"	$0.00
13		6"	$0.00
14		8"	$0.00
15		10"	-
16		12"	-
17	Quarterly	5/8"	-
18		3/4"	-
19		1"	-
20		1-1/2"	-
21		2"	-
22		3"	-
23		4"	-
24		6"	-
25		8"	-
26		10"	-
27		12"	-
28			
29			Current
30		Monthly	Rates
31			
32			
33			Current
34		Monthly	Rates
35		All Usage (100 CCF)	$0.7660
36		Catoosa 11/19/05 & Ft. Ogle 10/19/06	$0.7960
37		Waldens Ridge (100 CCF)	$0.9375
38			
39	Eff 6/29/07	Catoosa	$0.8961
40			
41			

	E	F
1		
2		
3		
4	Proposed	
5	Rates	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17	-	
18	-	
19	-	
20	-	
21	-	
22	-	
23	-	
24	-	
25	-	
26	-	
27	-	
28		
29	Proposed	
30	Rates	
31		
32		
33	Proposed Res	
34	Rates	
35		
36		
37		
38		
39		
40		
41		

	G	H	I
1	Tennessee-American Water Company		
2	RESIDENTIAL		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29		Consumption	
30	Monthly		
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	J	K	L	M	N	O
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	P	Q	R
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29		Consumption	
30	Monthly		
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	S	T	U	V	W	X
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32	0.00	0.00		$0.00	$0.00	0.00
33						
34		**TOTAL**		$0.00	$0.00	$0.00
35						
36						
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		D5M4
6	Monthly	5/8"	
7	Eff 3/09/05	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Monthly	5/8"	
18	Eff 5/22/07	3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33	Monthly D5MWM		
34	Monthly D5MCM, D5MFM & D5MSM		
35	Monthly D5MCM Eff 6/29/07		
36		Total	0.00
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX
1					
2					
3					
4		Ft Ogl	Catoosa	Signal Mt	Waldens Rdg
5	D5M4M	D5MFM	D5MCM	D5MSM	D5MWM
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28	0.00	0.00	0.00	0.00	
29					
30					
31					
32	0.00	0.00	0.00	0.00	0.00
33					35,855.00
34		38,640.00		33,910.00	
35			2,129.00		
36	0.00	38,640.00	2,129.00	33,910.00	35,855.00
37					
38					**TOTAL**
39					
40					
41					

	AY	AZ	BA	BB	BC
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	0.00		$0.00	$0.00	
7	0.00		0.00	0.00	
8	0.00		0.00	0.00	
9	0.00		0.00	0.00	
10	0.00		0.00	0.00	
11	0.00		0.00	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	0.00		0.00	0.00	
18	0.00		0.00	0.00	
19	0.00		0.00	0.00	
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		0.00	0.00	
27	0.00		0.00	0.00	
28	0.00		$0.00	$0.00	
29					
30					
31	0.00		0.00	0.00	
32	0.00	0.00	$0.00	$0.00	
33	35,855.00		33,614.06	0.00	
34	72,550.00		57,749.80	0.00	
35	2,129.00		1,907.80	0.00	
36	110,534.00	0.00	$93,271.66	$0.00	
37					
38	110,534.00		$93,271.66	$0.00	
39					
40					
41					

	BD	BE	BF
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	BG	BH	BI	BJ	BK	BL
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00	0.00	$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	BM	BN	BO	BP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BQ	BR	BS	BT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BU	BV	BW	BX	BY
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BZ	CA	CB	CC
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CD	CE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	E	F
42		
43		per Quarter
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		

	G	H	I
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	J	K	L	M	N	O
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	P	Q	R
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	S	T	U	V	W	X
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AT	AU	AV	AW	AX
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					

	AY	AZ	BA	BB	BC
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					

	BD	BE	BF
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	BG	BH	BI	BJ	BK	BL
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						H7
65						

	BM	BN	BO	BP
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	BQ	BR	BS	BT
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	BU	BV	BW	BX	BY
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64			H7		
65					

	BZ	CA	CB	CC
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	CD	CE
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		H8
64		
65		

	A	B
1	Tennessee-American Water Company	
2	**Lone Oak**	
3	Bill Analysis for the Month Ended May 31, 2008:	
4		
5	Base Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com Customers**	
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E	F
1				
2				
3				
4		Current	Proposed	
5		Rates	Rates	
6	5/8"	$31.39		
7	3/4"	$31.39		
8	1"	$31.39		
9	1-1/2"	$31.39		
10	2"	$31.39		
11	3"	$31.39		
12	4"	$31.39		
13	6"	$31.39		
14	8"	$31.39		
15	10"	-		
16	12"	-		
17	5/8"	94.17	-	
18	3/4"	94.17	-	
19	1"	94.17	-	
20	1-1/2"	94.17	-	
21	2"	94.17	-	
22	3"	94.17	-	
23	4"	94.17	-	
24	6"	94.17	-	
25	8"	94.17	-	
26	10"	-	-	
27	12"	-	-	
28				
29		Current	Proposed	
30	Monthly	Rates	Rates	
31	First 2.67 (100 CCF)	$0.0000		
32	In Excess 2.67 (100 CCF)	$3.9473		
33				
34				
35				
36				
37				
38				
39				
40				
41				

	G	H	I
1	Tennessee-American Water Company		
2	RESIDENTIAL		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Base Charge		L1M4
6	Monthly	5/8"	110.00
7	Eff 3/09/05	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		110.00
29		Consumption	
30	Monthly		
31	First 2.67 (100 CCF)		248.28
32	In Excess 2.67 (100 CCF)		332.72
33		Total	581.00
34			
35			
36			
37			
38			
39			
40			
41			

	J	K	L	M	N	O
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		110.00		$3,452.90	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	110.00		$3,452.90	$0.00	
29						
30						
31		248.28		0.00	0.00	
32		332.72		1,313.35	0.00	
33	0.00	581.00		$1,313.35	$0.00	
34						
35		**TOTAL**		$4,766.25	$0.00	
36						
37						
38						
39						
40						
41						

	P	Q	R
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Base Charge		L2M4
6	Monthly	5/8"	2.00
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		2.00
29		Consumption	
30	Monthly		
31	First 2.67 (100 CCF)		3.67
32	In Excess 2.67 (100 CCF)		0.33
33		Total	4.00
34			
35			
36			
37			
38			
39			
40			
41			

	S	T	U	V	W	X
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		2.00		$62.78	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	2.00		$62.78	$0.00	
29						
30						
31		3.67		0.00	0.00	
32		0.33		1.30	0.00	
33	0.00	4.00		$1.30	$0.00	
34						
35		**TOTAL**		$64.08	$0.00	
36						
37						
38						
39						
40						
41						

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Base Charge		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32						
33	0.00	0.00		0.00	0.00	0.00
34						
35		**TOTAL**		$0.00	$0.00	$0.00
36						
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	
32						
33	0.00	0.00		0.00	0.00	
34						
35		**TOTAL**		$0.00	$0.00	
36						
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX	AY
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6				0.00		$0.00
7				0.00		0.00
8				0.00		0.00
9				0.00		0.00
10				0.00		0.00
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17				0.00		0.00
18				0.00		0.00
19				0.00		0.00
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26				0.00		0.00
27				0.00		0.00
28	0.00	0.00	0.00	0.00		0.00
29						
30						
31				0.00		0.00
32						
33	0.00	0.00	0.00	0.00	0.00	0.00
34						
35				**TOTAL**		$0.00
36						
37						
38						
39						
40						
41						

	AZ	BA	BB
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32			
33	0.00		
34			
35	$0.00		
36			
37			
38			
39			
40			
41			

	BC	BD	BE	BF	BG	BH	BI
1							
2							
3							
4							
5						Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17	5/8"					0.00	
18	3/4"					0.00	
19	1"					0.00	
20	1-1/2"					0.00	
21	2"					0.00	
22	3"					0.00	
23	4"					0.00	
24	6"					0.00	
25	8"					0.00	
26	10"					0.00	
27	12"					0.00	
28		0.00	0.00	0.00	0.00	0.00	
29							
30	Consumption						
31						0.00	
32							
33	Total	0.00	0.00	0.00	0.00	0.00	0.00
34							
35						**TOTAL**	
36							
37							
38							
39							
40							
41							

	BJ	BK	BL	BM	BN
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	$0.00	$0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	0.00	0.00			
18	0.00	0.00			
19	0.00	0.00			
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	0.00	0.00			
27	0.00	0.00			
28	0.00	0.00			
29					
30					
31	0.00	0.00			
32					
33	0.00	0.00			
34					
35	$0.00	$0.00			
36					
37					
38					
39					
40					
41					

	BO	BP	BQ	BR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BS	BT	BU	BV	BW
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BX	BY	BZ	CA
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CB	CC	CD	CE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		

	C	D	E	F
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	G	H	I
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	J	K	L	M	N	O
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	P	Q	R
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	S	T	U	V	W	X
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AT	AU	AV	AW	AX	AY
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AZ	BA	BB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	BC	BD	BE	BF	BG	BH	BI
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							

	BJ	BK	BL	BM	BN
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65			H7		
66					

	BO	BP	BQ	BR
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	BS	BT	BU	BV	BW
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					H7
66					

	BX	BY	BZ	CA
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	CB	CC	CD	CE
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				H8
65				
66				

	A	B
1	Tennessee-American Water Company	
2	**Suck Creek**	
3	Bill Analysis for the Month Ended May 31, 2008:	
4		
5	Base Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com Customers**	
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E	F
1				
2				
3				
4		Current	Proposed	
5		Rates	Rates	
6	5/8"	$22.85		
7	3/4"	$22.85		
8	1"	$22.85		
9	1-1/2"	$22.85		
10	2"	$22.85		
11	3"	$22.85		
12	4"	$22.85		
13	6"	$22.85		
14	8"	$22.85		
15	10"	-		
16	12"	-		
17	5/8"	68.55	-	
18	3/4"	68.55	-	
19	1"	68.55	-	
20	1-1/2"	68.55	-	
21	2"	68.55	-	
22	3"	68.55	-	
23	4"	68.55	-	
24	6"	68.55	-	
25	8"	68.55	-	
26	10"	-	-	
27	12"	-	-	
28				
29		Current	Proposed	
30	Monthly	Rates	Rates	
31	First 2 (100 CCF)	$0.0000		
32	2nd 10.67 (100 CCF)	$3.3000		
33	In Excess 12.67 (100 CCF)	$2.4750		
34				
35				
36				
37				
38				
39				
40				
41				

	G	H	I
1	Tennessee-American Water Company		
2	RESIDENTIAL		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Base Charge		S1M4
6	Monthly	5/8"	208.67
7		3/4"	0.00
8		1"	1.00
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		209.67
29		Consumption	
30	Monthly		
31	First 2 (100 CCF)		388.60
32	2nd 10.67 (100 CCF)		650.99
33	In Excess 12.67 (100 CCF)		83.41
34		Total	1,123.00
35			
36			
37			
38			
39			
40			
41			

	J	K	L	M	N	O
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		208.67		$4,768.04	$0.00	
7		0.00		0.00	0.00	
8		1.00		22.85	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	209.67		$4,790.89	$0.00	
29						
30						
31		388.60		0.00	0.00	
32		650.99		2,148.27	0.00	
33		83.41		206.44	0.00	
34	0.00	1,123.00		$2,354.71	$0.00	
35						
36		**TOTAL**		$7,145.60	$0.00	
37						
38						
39						
40						
41						

	P	Q	R
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Base Charge		S2M4
6	Monthly	5/8"	4.00
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		4.00
29		Consumption	
30	Monthly		
31	First 2 (100 CCF)		4.00
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	4.00
35			
36			
37			
38			
39			
40			
41			

	S	T	U	V	W	X
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		4.00		$91.40	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	4.00		$91.40	$0.00	
29						
30						
31		4.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	4.00		$0.00	$0.00	
35						
36		**TOTAL**		$91.40	$0.00	
37						
38						
39						
40						
41						

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Base Charge		S3M4
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	First 2 (100 CCF)		
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	0.00		0.00	0.00	0.00
35						
36		**TOTAL**		$0.00	$0.00	$0.00
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		S4M4
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	First 2 (100 CCF)		
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	0.00		0.00	0.00	
35						
36		**TOTAL**		$0.00	$0.00	
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended May 31, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33			
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX	AY
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6				0.00		$0.00
7				0.00		0.00
8				0.00		0.00
9				0.00		0.00
10				0.00		0.00
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17				0.00		0.00
18				0.00		0.00
19				0.00		0.00
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26				0.00		0.00
27				0.00		0.00
28	0.00	0.00	0.00	0.00		0.00
29						
30						
31				0.00		0.00
32						
33						
34	0.00	0.00	0.00	0.00	0.00	0.00
35						
36				**TOTAL**		$0.00
37						
38						
39						
40						
41						

	AZ	BA	BB
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended May 31, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32			
33			
34	0.00		
35			
36	$0.00		
37			
38			
39			
40			
41			

	BC	BD	BE	BF	BG	BH	BI
1							
2							
3							
4							
5						Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17	5/8"					0.00	
18	3/4"					0.00	
19	1"					0.00	
20	1-1/2"					0.00	
21	2"					0.00	
22	3"					0.00	
23	4"					0.00	
24	6"					0.00	
25	8"					0.00	
26	10"					0.00	
27	12"					0.00	
28		0.00	0.00	0.00	0.00	0.00	
29							
30	Consumption						
31						0.00	
32							
33							
34	Total	0.00	0.00	0.00	0.00	0.00	0.00
35							
36						**TOTAL**	
37							
38							
39							
40							
41							

	BJ	BK	BL	BM	BN
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	$0.00	$0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	0.00	0.00			
18	0.00	0.00			
19	0.00	0.00			
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	0.00	0.00			
27	0.00	0.00			
28	0.00	0.00			
29					
30					
31	0.00	0.00			
32					
33					
34	0.00	0.00			
35					
36	$0.00	$0.00			
37					
38					
39					
40					
41					

	BO	BP	BQ	BR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BS	BT	BU	BV	BW
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BX	BY	BZ	CA
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CB	CC	CD	CE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		

	C	D	E	F
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	G	H	I
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	J	K	L	M	N	O
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	P	Q	R
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	S	T	U	V	W	X
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AT	AU	AV	AW	AX	AY
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AZ	BA	BB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	BC	BD	BE	BF	BG	BH	BI
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							

	BJ	BK	BL	BM	BN
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66			H7		
67					

	BO	BP	BQ	BR
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	BS	BT	BU	BV	BW
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					H7
67					

	BX	BY	BZ	CA
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	CB	CC	CD	CE
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				H8
66				
67				

	A	B	C	D	E	F	G
1							
2							
3							**RATE STU**
4							
5							
6							
7							
8				**Per**		**Per**	
9		**May-08**		**General**		**Rate**	
10				**Ledger**		**Study**	
11		Res		$1,165,981.91		$1,170,951.28	
12		Com		$891,665.76		$894,147.44	
13		Ind		$297,578.29		$297,909.32	
14		OPA		$193,044.98		$193,927.92	
15		OWU		$94,239.40		$94,239.40	
16		Priv Fr		$135,378.45		$0.00	
17		Pub Fr		$0.00		$0.00	
18		Misc		$20.00		$0.00	
19		Adj.		$0.00		$0.00	
20		**Total**		$2,777,908.79		$2,651,175.36	
21							
22		Notes: a)					
23		b)					
24		c)					
25							
26							
27							
28							
29							
30							
31							

	H	I	J	K	L	M
1						
2						
3	**DY - GENERAL LEDGER REVENUE COMPARISON**					
4	**TENNESSEE WATER**					
5	**05/01/2008 to 05/31/2008**					
6						
7						
8					**Total Rate**	
9	**Fixed**		**Miscellaneous**		**Study / Fixed**	
10	**Charges**		**Charges**		**Misc.**	
11	$0.00		($5,091.85)		$1,165,859.43	
12	$0.00		($2,494.79)		$891,652.65	
13	$0.00		($331.45)		$297,577.87	
14	$0.00		($884.28)		$193,043.64	
15	$0.00		$0.00		$94,239.40	
16	$135,441.21		($554.85)		$134,886.36	
17	$0.00		$0.00		$0.00	
18	$0.00		$0.00		$0.00	
19	$0.00		$0.00		$0.00	
20	$135,441.21		($9,357.22)		$2,777,259.35	
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

	N	O	P	Q	R	S	T
1							
2							
3							
4							
5							
6							
7							
8							
9			**%**				
10	**Variance**		**Variance**				
11	($122.48)		-0.011%				
12	($13.11)		-0.001%				
13	($0.42)		0.000%				
14	($1.34)		-0.001%				
15	$0.00		0.000%				
16	($492.09)		-0.363%				
17	$0.00		#DIV/0!				
18	($20.00)		-100.000%				
19	$0.00		#DIV/0!				
20	($649.44)		-0.023%				
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

	U	V	W	X	Y	Z	AA
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

	AH
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

	A	B	C	D	E	F	G	H	I
1									
2									
3								**RATE STUDY - GENERAL L**	
4								**TENNES**	
5								**05/01/2008**	
6									
7									
8						**Per**			
9		**May-08**		**Per PMT**		**Rate**		**Fixed**	
10				**Report**		**Study**		**Charges**	
11		Res		254,892.87		257,139.00		0.00	
12		Com		240,245.47		241,609.50		0.00	
13		Ind		175,572.50		176,145.75		0.00	
14		OPA		59,138.49		59,644.50		0.00	
15		OWU		82,685.16		82,900.50		0.00	
16		Priv Fr		0.00		0.00		0.00	
17		Pub Fr		0.00		0.00		0.00	
18		Misc		0.00		0.00		0.00	
19		Adj.		0.00		0.00		0.00	
20		**Total**		812,534.49		817,439.25		0.00	
21									
22									
23									
24									
25									
26									
27									
28									
29									

	J	K	L	M	N	O	P
1							
2							
3	**EDGER USAGE COMPARISON**						
4	**SEE WATER**						
5	**to 05/31/2008**						
6							
7							
8			**Total Rate**				
9	**Miscellaneous**		**Study / Fixed**				**%**
10	**Charges**		**Misc.**		**Variance**		**Variance**
11	(1,748.00)		255,391.00		498.13		0.195%
12	(939.00)		240,670.50		425.03		0.177%
13	(154.00)		175,991.75		419.25		0.239%
14	(466.00)		59,178.50		40.01		0.068%
15	0.00		82,900.50		215.34		0.260%
16	0.00		0.00		0.00		0.000%
17	0.00		0.00		0.00		0.000%
18	0.00		0.00		0.00		0.000%
19	0.00		0.00		0.00		0.000%
20	(3,307.00)		814,132.25		1,597.76		0.197%
21							
22							
23							
24							
25							
26							
27							
28							
29							

	Q	R	S	T	U	V	W
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							

	X	Y	Z	AA	AB	AC
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						

	AD	AE	AF	AG	AH
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					

	A
1	Tennessee-American Water Company
2	**Chatanooga**
3	Bill Analysis for the Month Ended June 30, 2008:
4	Rates for General Water Service Effective 3/09/05
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
19	Effective 3/09/05
20	
21	
22	
23	
24	
25	
26	
27	**Consumption Res, Com, Ind, OPA, Misc. Customers**
28	Effective 5/22/07
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$10.42
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.1720
21		2nd 61 (100 CCF)	$2.7300
22		3rd 435 (100 CCF)	$1.7150
23		4th 4,500 (100 CCF)	$1.2820
24		5th 10,000 (100CCF)	$0.9800
25		In Excess 15,000 (100 CCF)	$0.5820
26			
27			Current
28		Monthly	Rates
29		First 4 (100 CCF)	$0.1940
30		2nd 61 (100 CCF)	$3.0730
31		3rd 435 (100 CCF)	$1.9310
32		4th 4,500 (100 CCF)	$1.4430
33		5th 10,000 (100CCF)	$1.1030
34		In Excess 15,000 (100 CCF)	$0.6550
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Monthly
7			Eff 5/22/07
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly Eff 3/09/05
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27	Proposed		
28	Rates		Monthly Eff 5/22/07
29			First 4 (100 CCF)
30			2nd 61 (100 CCF)
31			3rd 435 (100 CCF)
32			4th 4,500 (100 CCF)
33			5th 10,000 (100CCF)
34			In Excess 15,000 (100 CCF)
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L
1					
2					
3					
4					
5		A1M4	A1MSM		WATER
6	5/8"	58,863.78	2.00		
7	3/4"	96.53			
8	1"	182.17			
9	1-1/2"	19.00			
10	2"	10.00			
11	3"	0.73			
12	4"				
13	6"				
14	8"				
15	10"				
16	12"				
17		59,172.21	2.00	0.00	0.00
18	Consumption				
19					
20					
21					
22					
23					
24					
25					
26	Total	0.00	0.00	0.00	0.00
27					
28					
29		193,806.40	3.00		
30		176,562.20			
31		6,353.06			
32		132.34			
33					
34					
35	Total	376,854.00	3.00	0.00	0.00
36					
37					
38					
39					
40					
41					

	M	N	O	P	Q
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	58,865.78		613,381.41	0.00	
7	96.53		1,690.29	0.00	
8	182.17		5,308.37	0.00	
9	19.00		1,107.70	0.00	
10	10.00		932.70	0.00	
11	0.73		128.26	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	59,174.21		$622,548.73	$0.00	
18					
19					
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		$0.00	$0.00	
27					
28					
29	193,809.40		37,599.02	0.00	
30	176,562.20		542,575.64	0.00	
31	6,353.06		12,267.76	0.00	
32	132.34		190.97	0.00	
33	0.00		0.00	0.00	
34	0.00		0.00	0.00	
35	376,857.00		$592,633.39	$0.00	
36					
37	**TOTAL**		$1,215,182.12	$0.00	
38					
39					
40					
41					

	R	S
1	Tennessee-American Water Company	
2	COMMERCIAL	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		Consumption
19	Monthly Eff 3/09/05	
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	T	U	V	W	X
1					
2					
3					
4					
5	A2M4	A2MAM	A2MSM	A2M4S	A2MTM
6	5,096.17	0.00	1.00	1.00	1.00
7	133.00	0.00	0.00	0.00	0.00
8	1,364.08	1.00	2.40	5.67	0.00
9	340.10	1.00	3.00	9.17	1.00
10	806.23	5.00	100.00	121.00	
11	39.33	0.00	0.00	0.00	
12	7.17	1.00	8.27	5.13	
13	1.00	1.00	8.17	1.00	
14			1.00		
15					
16					
17	7,787.07	9.00	123.83	142.97	2.00
18					
19					
20					
21					
22					
23					
24					
25					
26	0.00	0.00	0.00	0.00	0.00
27					
28					
29	22,161.33	36.00	485.74	4.67	8.00
30	102,005.63	498.00	7,241.44	61.33	70.00
31	110,713.36	2,456.00	39,945.82	359.00	435.00
32	23,998.68	5,640.00	45,404.00		432.00
33		184.00			
34					
35	258,879.00	8,814.00	93,077.00	425.00	945.00
36					
37					
38					
39					
40					
41					

	Y	Z	AA	AB	AC	AD
1						
2						
3						
4				Present Rate	Proposed Rate	
5	A2M4D	Totals		Revenues	Revenues	
6		5,099.17		53,133.31	0.00	
7		133.00		2,328.81	0.00	
8		1,373.14		40,013.39	0.00	
9		354.27		20,653.73	0.00	
10		1,032.23		96,276.43	0.00	
11		39.33		6,879.04	0.00	
12		21.57		6,286.47	0.00	
13		11.17		6,510.06	0.00	
14		1.00		932.77	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	8,064.87		$233,014.01	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29		22,695.74		4,402.97	0.00	
30		109,876.40		337,650.18	0.00	
31		153,909.18		297,198.63	0.00	
32		75,474.68		108,909.96	0.00	
33		184.00		202.95	0.00	
34		0.00		0.00	0.00	
35	0.00	362,140.00		$748,364.69	$0.00	
36						
37		**TOTAL**		$981,378.70	$0.00	
38						
39						
40						
41						

	AE	AF
1	Tennessee-American Water Company	
2	INDUSTRIALS	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		
19	Monthly Eff 3/09/05	Consumption
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	Consumption
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	AG	AH	AI	AJ	AK	AL
1						
2						
3						
4						
5	A3M4	A3MSM	A3M4M	A3M4S	Totals	
6	21.73	0.00	0.00	0.00	21.73	
7	2.13	0.00	0.00	0.00	2.13	
8	24.30	0.00	0.00	0.00	24.30	
9	6.13	0.00	1.00	0.00	7.13	
10	49.27	9.13	10.00	13.27	81.67	
11	0.00	0.00	0.00	0.00	0.00	
12	12.00	2.00	4.00	1.00	19.00	
13	3.00	1.00	2.00	1.00	7.00	
14					0.00	
15					0.00	
16					0.00	
17	118.57	12.13	17.00	15.27	162.97	
18						
19						
20					0.00	
21					0.00	
22					0.00	
23					0.00	
24					0.00	
25					0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29	325.05	48.53	68.00		441.58	
30	2,722.61	717.47	1,037.00		4,477.08	
31	8,325.34	4,652.00	6,566.00		19,543.34	
32	20,895.00	24,076.00	39,877.00		84,848.00	
33	18,034.00	28,586.00	33,086.00		79,706.00	
34	6,939.00	64,263.00	13,952.00		85,154.00	
35	57,241.00	122,343.00	94,586.00	0.00	274,170.00	
36						
37					**TOTAL**	
38						
39						
40						
41						

	AM	AN	AO
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	226.47	0.00	
7	37.35	0.00	
8	708.11	0.00	
9	415.87	0.00	
10	7,617.07	0.00	
11	0.00	0.00	
12	5,538.31	0.00	
13	4,080.93	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$18,624.11	$0.00	
18			
19			
20	0.00	0.00	0.00
21	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	$0.00	$0.00	0.00
27			
28			
29	85.67	0.00	#REF!
30	13,758.07	0.00	#REF!
31	37,738.19	0.00	#REF!
32	122,435.66	0.00	#REF!
33	87,915.72	0.00	#REF!
34	55,775.87	0.00	#REF!
35	$317,709.18	$0.00	#REF!
36			
37	$336,333.29	$0.00	$0.00
38			
39			
40			
41			

	AP	AQ
1	Tennessee-American Water Company	
2	OTHER PUBLIC AUTHORITY	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Number of Meters	
6	Monthly	5/8"
7	Eff 5/22/07	3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Total Meters	
18		
19	Monthly Eff 3/09/05	Consumption
20	First 4 (100 CCF)	
21	2nd 61 (100 CCF)	
22	3rd 435 (100 CCF)	
23	4th 4,500 (100 CCF)	
24	5th 10,000 (100CCF)	
25	In Excess 15,000 (100 CCF)	
26		Total
27		
28	Monthly Eff 5/22/07	Consumption
29	First 4 (100 CCF)	
30	2nd 61 (100 CCF)	
31	3rd 435 (100 CCF)	
32	4th 4,500 (100 CCF)	
33	5th 10,000 (100CCF)	
34	In Excess 15,000 (100 CCF)	
35		Total
36		
37		
38		
39		
40		
41		

	AR	AS	AT	AU	AV
1					
2					
3					
4					
5	A4M4	A4MSM	A4M4A	A4M4S	A4MAM
6	159.83	0.00	0.00	1.00	0.00
7	11.40	0.00	0.00	1.00	0.00
8	121.83	1.13	0.00	2.13	0.00
9	62.07	2.00	0.00	4.00	0.00
10	202.87	34.00	1.00	39.00	1.00
11	4.13	1.00		1.00	
12	10.13	8.13		3.13	
13		2.00			
14					
15					
16					
17	572.27	48.27	1.00	51.27	1.00
18					
19					
20					
21					
22					
23					
24					
25					
26	0.00	0.00	0.00	0.00	0.00
27					
28					
29	1,655.09	189.06		4.00	
30	11,981.09	2,407.60		18.00	
31	16,359.48	11,821.00			
32	14,383.34	27,441.00			
33	2,837.00	4,450.34			
34					
35	47,216.00	46,309.00	0.00	22.00	0.00
36					
37					
38					
39					
40					
41					

	AW	AX	AY	AZ	BA	BB
1						
2						
3						
4				Present Rate	Proposed Rate	
5	A4M4M	Totals		Revenues	Revenues	
6	0.00	160.83		1,675.89	0.00	
7	0.00	12.40		217.12	0.00	
8	0.00	125.10		3,645.44	0.00	
9	1.00	69.07		4,026.58	0.00	
10	11.00	288.87		26,942.64	0.00	
11	0.00	6.13		1,072.66	0.00	
12	0.00	21.40		6,237.90	0.00	
13	1.00	3.00		1,748.97	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	13.00	686.80		$45,567.20	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29	48.00	1,896.15		367.85	0.00	
30	602.00	15,008.69		46,121.70	0.00	
31	2,144.00	30,324.48		58,556.57	0.00	
32	11,063.00	52,887.34		76,316.43	0.00	
33	510.00	7,797.34		8,600.47	0.00	
34		0.00		0.00	0.00	
35	14,367.00	107,914.00		$189,963.02	$0.00	
36						
37		**TOTAL**		$235,530.22	$0.00	
38						
39						
40						
41						

	BC	BD	BE
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		A5M4
6	Eff 5/22/07	5/8"	0.00
7		3/4"	0.00
8		1"	0.00
9		1-1/2"	0.00
10		2"	1.00
11		3"	0.00
12		4"	2.00
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		3.00
18			
19	Monthly Eff 3/09/05	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07	Consumption	
29	First 4 (100 CCF)		4.00
30	2nd 61 (100 CCF)		1.00
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	5.00
36			
37			
38			
39			
40			
41			

	BF	BG	BH	BI	BJ	BK
1						
2						
3						
4						Present Rate
5	A5M4M			Totals		Revenues
6	0.00			0.00		0.00
7	0.00			0.00		0.00
8	0.00			0.00		0.00
9	0.00			0.00		0.00
10	0.00			1.00		93.27
11	0.00			0.00		0.00
12	1.00			3.00		874.47
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17	1.00	0.00	0.00	4.00		$967.74
18						
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	0.00	0.00	0.00	0.00		$0.00
27						
28						
29				4.00		0.78
30				1.00		3.07
31				0.00		0.00
32				0.00		0.00
33				0.00		0.00
34				0.00		0.00
35	0.00	0.00	0.00	5.00		$3.85
36						
37				**TOTAL**		$971.59
38						
39						
40						
41						

	BL	BM	BN
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Eff 5/22/07
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly Eff 3/09/05
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28			Monthly Eff 3/09/05
29	0.00		First 4 (100 CCF)
30	0.00		2nd 61 (100 CCF)
31	0.00		3rd 435 (100 CCF)
32	0.00		4th 4,500 (100 CCF)
33	0.00		5th 10,000 (100CCF)
34	0.00		In Excess 15,000 (100 CCF)
35	$0.00		
36			
37	$0.00		
38			
39			
40			
41			

	BO	BP	BQ	BR	BS	BT	BU
1							
2							
3							
4							
5		A7M4				Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17		0.00	0.00	0.00	0.00	0.00	
18							
19	Consumption						
20						0.00	
21						0.00	
22						0.00	
23						0.00	
24						0.00	
25						0.00	
26	Total	0.00	0.00	0.00	0.00	0.00	
27							
28	Consumption						
29						0.00	
30						0.00	
31						0.00	
32						0.00	
33						0.00	
34						0.00	
35	Total	0.00	0.00	0.00	0.00	0.00	
36							
37						**TOTAL**	
38							
39							
40							
41							

	BV	BW	BX	BY	BZ
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	0.00	0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	$0.00	$0.00			
18					
19					
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	$0.00	$0.00			
27					
28					
29	0.00	0.00			
30	0.00	0.00			
31	0.00	0.00			
32	0.00	0.00			
33	0.00	0.00			
34	0.00	0.00			
35	$0.00	$0.00			
36					
37	$0.00	$0.00			
38					
39					
40					
41					

	CA	CB	CC	CD
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CE	CF	CG	CH	CI
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	CJ	CK	CL	CM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CN	CO	CP	CQ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	H	I	J	K	L
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	M	N	O	P	Q
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	R	S
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	T	U	V	W	X
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	Y	Z	AA	AB	AC	AD
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	AE	AF
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	AG	AH	AI	AJ	AK	AL
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	AM	AN	AO
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	AP	AQ
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		

	AR	AS	AT	AU	AV
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	AW	AX	AY	AZ	BA	BB
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	BC	BD	BE
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	BF	BG	BH	BI	BJ	BK
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						

	BL	BM	BN
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			

	BO	BP	BQ	BR	BS	BT	BU
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							

	BV	BW	BX	BY	BZ
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58			H7		
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	CA	CB	CC	CD
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	CE	CF	CG	CH	CI
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					H7
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					

	CJ	CK	CL	CM
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	CN	CO	CP	CQ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				H8
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				

	A
1	Tennessee-American Water Company
2	**Lookout Mountain**
3	Bill Analysis for the Month Ended June 30, 2008:
4	Rates for General Water Service Effective 3/09/05
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, Misc. Customers**
19	Effective 5/22/07
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$11.70
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.7210
21		2nd 61 (100 CCF)	$3.9580
22		3rd 435 (100 CCF)	$2.8160
23		4th 4,500 (100 CCF)	$1.9690
24		5th 10,000 (100CCF)	$1.6300
25		In Excess 15,000 (100 CCF)	$1.1810
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Monthly
7			Eff 5/22/07
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly Eff 5/22/07
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L	M
1						
2						
3						
4						
5		B1M4			Totals	
6	5/8"	1,700.40			1,700.40	
7	3/4"	43.40			43.40	
8	1"	119.00			119.00	
9	1-1/2"	2.00			2.00	
10	2"	3.00			3.00	
11	3"				0.00	
12	4"				0.00	
13	6"				0.00	
14	8"				0.00	
15	10"				0.00	
16	12"				0.00	
17		1,867.80	0.00	0.00	1,867.80	
18						
19						
20		6,608.36			6,608.36	
21		17,716.64			17,716.64	
22		2,069.00			2,069.00	
23					0.00	
24					0.00	
25					0.00	
26	Total	26,394.00	0.00	0.00	26,394.00	
27						
28					**TOTAL**	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	N	O	P
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	19,894.68	0.00	
7	759.93	0.00	
8	3,467.66	0.00	
9	116.60	0.00	
10	279.81	0.00	
11	0.00	0.00	
12	0.00	0.00	
13	0.00	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$24,518.68	$0.00	
18			
19			
20	4,764.63	0.00	0.00
21	70,122.46	0.00	0.00
22	5,826.30	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	$80,713.39	$0.00	
27			
28	$105,232.07	$0.00	
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	Q	R	S
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		B2M4
6	Monthly	5/8"	55.13
7	Eff 5/22/07	3/4"	2.00
8		1"	22.07
9		1-1/2"	3.00
10		2"	8.00
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		90.20
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		295.27
21	2nd 61 (100 CCF)		1,820.73
22	3rd 435 (100 CCF)		1,847.00
23	4th 4,500 (100 CCF)		82.00
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	4,045.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	T	U	V	W	X	Y
1						
2						
3						
4						Present Rate
5	B2M4M			Totals		Revenues
6	0.00			55.13		645.06
7	0.00			2.00		35.02
8	0.00			22.07		643.02
9	0.00			3.00		174.90
10	1.00			9.00		839.43
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17	1.00	0.00	0.00	91.20		$2,337.43
18						
19						
20	4.00			299.27		215.77
21	61.00			1,881.73		7,447.89
22	435.00			2,282.00		6,426.11
23	2,102.00			2,184.00		4,300.30
24				0.00		0.00
25				0.00		0.00
26	2,602.00	0.00	0.00	6,647.00		$18,390.07
27						
28				**TOTAL**		$20,727.50
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	Z	AA	AB
1			Tennessee-American Water Company
2			INDUSTRIALS
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Monthly
7	0.00		Eff 5/22/07
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly Eff 5/22/07
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28	$0.00		
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AC	AD	AE	AF	AG	AH
1						
2						
3						
4						Present Rate
5		B3M4		Totals		Revenues
6	5/8"			0.00		0.00
7	3/4"			0.00		0.00
8	1"			0.00		0.00
9	1-1/2"			0.00		0.00
10	2"			0.00		0.00
11	3"			0.00		0.00
12	4"			0.00		0.00
13	6"			0.00		0.00
14	8"			0.00		0.00
15	10"			0.00		0.00
16	12"			0.00		0.00
17		0.00	0.00	0.00		$0.00
18						
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	Total	0.00	0.00	0.00		$0.00
27						
28				**TOTAL**		$0.00
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	AI	AJ
1		
2		
3		
4	Proposed Rate	
5	Revenues	
6	0.00	
7	0.00	
8	0.00	
9	0.00	
10	0.00	
11	0.00	
12	0.00	
13	0.00	
14	0.00	
15	0.00	
16	0.00	
17	$0.00	
18		
19		#REF!
20	0.00	
21	0.00	
22	0.00	
23	0.00	
24	0.00	
25	0.00	
26	$0.00	
27		
28	$0.00	
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	AK	AL	AM
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		B4M4
6	Monthly	5/8"	13.97
7	Eff 5/22/07	3/4"	1.17
8		1"	10.50
9		1-1/2"	1.00
10		2"	6.00
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		32.63
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		92.67
21	2nd 61 (100 CCF)		532.33
22	3rd 435 (100 CCF)		189.00
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	814.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AN	AO	AP	AQ	AR	AS
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		13.97		163.41	0.00	
7		1.17		20.43	0.00	
8		10.50		305.97	0.00	
9		1.00		58.30	0.00	
10		6.00		559.62	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	32.63		$1,107.73	$0.00	
18						
19						
20		92.67		66.82	0.00	
21		532.33		2,106.96	0.00	
22		189.00		532.22	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	814.00		$2,706.00	$0.00	
27						
28		**TOTAL**		$3,813.73	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	AT	AU	AV
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AW	AX	AY	AZ	BA	BB
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	BC	BD	BE
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		B7M4
6	Monthly	5/8"	
7	Eff 5/22/07	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly Eff 5/22/07		
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			

	BF	BG	BH	BI	BJ	BK
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28		**TOTAL**		$0.00	$0.00	
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

	BL	BM	BN	BO
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BP	BQ	BR	BS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BT	BU	BV	BW	BX
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BY	BZ	CA	CB
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CC	CD
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	H	I	J	K	L	M
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	N	O	P
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	Q	R	S
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	T	U	V	W	X	Y
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	Z	AA	AB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AC	AD	AE	AF	AG	AH
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	AI	AJ
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		

	AK	AL	AM
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AN	AO	AP	AQ	AR	AS
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	AT	AU	AV
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	AW	AX	AY	AZ	BA	BB
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	BC	BD	BE
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			

	BF	BG	BH	BI	BJ	BK
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						

	BL	BM	BN	BO
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	BP	BQ	BR	BS
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	BT	BU	BV	BW	BX
42					
43					
44					
45					
46					
47					
48					
49			H7		
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					

	BY	BZ	CA	CB
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				

	CC	CD
42		
43		
44		
45		
46		
47		
48		H8
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		

	A
1	Tennessee-American Water Company
2	**Lakeview**
3	Bill Analysis for the Month Ended June 30, 2008:
4	Rates for General Water Service
5	Service Charge
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
19	Effective 3/09/05
20	
21	
22	
23	
24	
25	
26	
27	**Consumption Res, Com, Ind, OPA, OWU & Misc. Customers**
28	Effective 5/22/07
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

	B	C	D
1			
2			
3			
4			Current
5			Rates
6	Monthly Eff 5/22/07	5/8"	$11.70
7		3/4"	17.51
8		1"	29.14
9		1-1/2"	58.30
10		2"	93.27
11		3"	174.89
12		4"	291.49
13		6"	582.99
14		8"	932.77
15		10"	-
16		12"	-
17			
18			Current
19		Monthly	Rates
20		First 4 (100 CCF)	$0.3160
21		2nd 61 (100 CCF)	$3.0080
22		3rd 435 (100 CCF)	$1.9930
23		4th 4,500 (100 CCF)	$1.4250
24		5th 10,000 (100CCF)	$1.1240
25		In Excess 15,000 (100 CCF)	$0.7250
26			
27			Current
28		Monthly	Rates
29		First 4 (100 CCF)	$0.3560
30		2nd 61 (100 CCF)	$3.3860
31		3rd 435 (100 CCF)	$2.2440
32		4th 4,500 (100 CCF)	$1.6040
33		5th 10,000 (100CCF)	$1.2650
34		In Excess 15,000 (100 CCF)	$0.8160
35			
36			
37			
38			
39			
40			
41			

	E	F	G
1			Tennessee-American Water Company
2			RESIDENTIAL
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed		
5	Rates		Number of Meters
6			Quarterly
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			Total Meters
18	Proposed		
19	Rates		Monthly
20			First 4 (100 CCF)
21			2nd 61 (100 CCF)
22			3rd 435 (100 CCF)
23			4th 4,500 (100 CCF)
24			5th 10,000 (100CCF)
25			In Excess 15,000 (100 CCF)
26			
27	Proposed		
28	Rates		Monthly Eff 5/22/07
29			First 4 (100 CCF)
30			2nd 61 (100 CCF)
31			3rd 435 (100 CCF)
32			4th 4,500 (100 CCF)
33			5th 10,000 (100CCF)
34			In Excess 15,000 (100 CCF)
35			
36			
37			
38			
39			
40			
41			

	H	I	J	K	L	M
1						
2						
3						
4						Present Rate
5		C1M4		Totals		Revenues
6	5/8"	2,809.90		2,809.90		32,875.83
7	3/4"	0.00		0.00		0.00
8	1"	4.00		4.00		116.56
9	1-1/2"			0.00		0.00
10	2"			0.00		0.00
11	3"			0.00		0.00
12	4"			0.00		0.00
13	6"			0.00		0.00
14	8"			0.00		0.00
15	10"			0.00		0.00
16	12"			0.00		0.00
17		2,813.90	0.00	2,813.90		$32,992.39
18	Consumption					
19						
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26	Total	0.00	0.00	0.00		$0.00
27						
28						
29		9,262.34		9,262.34		3,297.39
30		7,870.00		7,870.00		26,647.82
31		39.66		39.66		89.00
32				0.00		0.00
33				0.00		0.00
34				0.00		0.00
35	Total	17,172.00	0.00	17,172.00		$30,034.21
36						
37				**TOTAL**		$63,026.60
38						
39						
40						
41						

	N	O	P
1			Tennessee-American Water Company
2			COMMERCIAL
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	0.00		Quarterly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	$0.00		Total Meters
18			
19			Monthly
20	0.00		First 4 (100 CCF)
21	0.00		2nd 61 (100 CCF)
22	0.00		3rd 435 (100 CCF)
23	0.00		4th 4,500 (100 CCF)
24	0.00		5th 10,000 (100CCF)
25	0.00		In Excess 15,000 (100 CCF)
26	$0.00		
27			
28			Monthly Eff 5/22/07
29	0.00		First 4 (100 CCF)
30	0.00		2nd 61 (100 CCF)
31	0.00		3rd 435 (100 CCF)
32	0.00		4th 4,500 (100 CCF)
33	0.00		5th 10,000 (100CCF)
34	0.00		In Excess 15,000 (100 CCF)
35	$0.00		
36			
37	$0.00		
38			
39			
40			
41			

	Q	R	S	T	U	V
1						
2						
3						
4						
5		C2M4			Totals	
6	5/8"	140.97			140.97	
7	3/4"	0.00			0.00	
8	1"	19.43			19.43	
9	1-1/2"	0.00			0.00	
10	2"	7.00			7.00	
11	3"				0.00	
12	4"				0.00	
13	6"				0.00	
14	8"				0.00	
15	10"				0.00	
16	12"				0.00	
17		167.40	0.00	0.00	167.40	
18	Consumption					
19						
20					0.00	
21					0.00	
22					0.00	
23					0.00	
24					0.00	
25					0.00	
26	Total	0.00	0.00	0.00	0.00	
27						
28						
29		442.47			442.47	
30		1,034.53			1,034.53	
31		851.00			851.00	
32					0.00	
33					0.00	
34					0.00	
35	Total	2,328.00	0.00	0.00	2,328.00	
36						
37					**TOTAL**	
38						
39						
40						
41						

	W	X	Y
1			
2			
3			
4	Present Rate	Proposed Rate	
5	Revenues	Revenues	
6	1,649.31	0.00	
7	0.00	0.00	
8	566.29	0.00	
9	0.00	0.00	
10	652.89	0.00	
11	0.00	0.00	
12	0.00	0.00	
13	0.00	0.00	
14	0.00	0.00	
15	0.00	0.00	
16	0.00	0.00	
17	$2,868.49	$0.00	
18			
19			
20	0.00	0.00	
21	0.00	0.00	
22	0.00	0.00	
23	0.00	0.00	
24	0.00	0.00	
25	0.00	0.00	
26	$0.00	$0.00	
27			
28			
29	157.52	0.00	
30	3,502.92	0.00	
31	1,909.64	0.00	
32	0.00	0.00	
33	0.00	0.00	
34	0.00	0.00	
35	$5,570.08	$0.00	
36			
37	$8,438.57	$0.00	
38			
39			
40			
41			

	Z	AA	AB
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		C3M4
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	AC	AD	AE	AF	AG	AH
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20		0.00		0.00	0.00	0.00
21		0.00		0.00	0.00	0.00
22		0.00		0.00	0.00	0.00
23		0.00		0.00	0.00	0.00
24		0.00		0.00	0.00	0.00
25		0.00		0.00	0.00	0.00
26	0.00	0.00		$0.00	$0.00	0.00
27						
28						$0.00
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	AI	AJ	AK
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		C4M4
6	Monthly	5/8"	5.00
7	Eff 5/22/07	3/4"	0.00
8		1"	1.00
9		1-1/2"	1.00
10		2"	2.00
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		9.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		11.00
30	2nd 61 (100 CCF)		122.00
31	3rd 435 (100 CCF)		52.00
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	185.00
36			
37			
38			
39			
40			
41			

	AL	AM	AN	AO	AP	AQ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		5.00		58.50	0.00	
7		0.00		0.00	0.00	
8		1.00		29.14	0.00	
9		1.00		58.30	0.00	
10		2.00		186.54	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	9.00		$332.48	$0.00	
18						
19						
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26	0.00	0.00		$0.00	$0.00	
27						
28						
29		11.00		3.92	0.00	
30		122.00		413.09	0.00	
31		52.00		116.69	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	185.00		$533.70	$0.00	
36						
37		**TOTAL**		$866.18	$0.00	
38						
39						
40						
41						

	AR	AS	AT
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	AU	AV	AW	AX	AY	AZ
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20				0.00	0.00	
21				0.00	0.00	
22				0.00	0.00	
23				0.00	0.00	
24				0.00	0.00	
25				0.00	0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	BA	BB	BC
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		C7M4
6	Quarterly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Total Meters		0.00
18			
19	Monthly	Consumption	
20	First 4 (100 CCF)		
21	2nd 61 (100 CCF)		
22	3rd 435 (100 CCF)		
23	4th 4,500 (100 CCF)		
24	5th 10,000 (100CCF)		
25	In Excess 15,000 (100 CCF)		
26		Total	0.00
27			
28	Monthly Eff 5/22/07		
29	First 4 (100 CCF)		
30	2nd 61 (100 CCF)		
31	3rd 435 (100 CCF)		
32	4th 4,500 (100 CCF)		
33	5th 10,000 (100CCF)		
34	In Excess 15,000 (100 CCF)		
35		Total	0.00
36			
37			
38			
39			
40			
41			

	BD	BE	BF	BG	BH	BI
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		0.00	0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17	0.00	0.00		$0.00	$0.00	
18						
19						
20				0.00	0.00	
21				0.00	0.00	
22				0.00	0.00	
23				0.00	0.00	
24				0.00	0.00	
25				0.00	0.00	
26	0.00	0.00	0.00	0.00	0.00	
27						
28						
29		0.00		0.00	0.00	
30		0.00		0.00	0.00	
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34		0.00		0.00	0.00	
35	0.00	0.00		$0.00	$0.00	
36						
37		**TOTAL**		$0.00	$0.00	
38						
39						
40						
41						

	BJ	BK	BL	BM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BN	BO	BP	BQ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BR	BS	BT	BU	BV
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BW	BX	BY	BZ
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CA	CB
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	

	B	C	D
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	E	F	G
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	H	I	J	K	L	M
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	N	O	P
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	Q	R	S	T	U	V
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	W	X	Y
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	Z	AA	AB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AC	AD	AE	AF	AG	AH
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	AI	AJ	AK
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AL	AM	AN	AO	AP	AQ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	AR	AS	AT
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	AU	AV	AW	AX	AY	AZ
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						

	BA	BB	BC
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

	BD	BE	BF	BG	BH	BI
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						H7

	BJ	BK	BL	BM
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	BN	BO	BP	BQ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	BR	BS	BT	BU	BV
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58			H7		

	BW	BX	BY	BZ
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				

	CA	CB
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		H8
58		

	A	B
1	Tennessee-American Water Company	
2	**Ft. Oglethorpe**	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Service Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com, Ind, OPA, Misc. Customers**	
30		
31		
32		
33	**Sale for Resale**	
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E
1			
2			
3			
4		Current	Proposed
5		Rates	Rates
6	5/8"	$0.00	
7	3/4"	$0.00	
8	1"	$0.00	
9	1-1/2"	$0.00	
10	2"	$0.00	
11	3"	$0.00	
12	4"	$0.00	
13	6"	$0.00	
14	8"	$0.00	
15	10"	-	
16	12"	-	
17	5/8"	-	-
18	3/4"	-	-
19	1"	-	-
20	1-1/2"	-	-
21	2"	-	-
22	3"	-	-
23	4"	-	-
24	6"	-	-
25	8"	-	-
26	10"	-	-
27	12"	-	-
28			
29		Current	Proposed
30	Monthly	Rates	Rates
31			
32			
33		Current	Proposed Res
34	Monthly	Rates	Rates
35	All Usage (100 CCF)	$0.7660	
36	Catoosa 11/19/05 & Ft. Ogle 10/19/06	$0.7960	
37	Waldens Ridge (100 CCF)	$0.9375	
38			
39	Catoosa 6/29/07 & Ft. Ogle 5/30/08	$0.8961	
40			
41			

	F	G
1		Tennessee-American Water Company
2		RESIDENTIAL
3		Bill Analysis for the Month Ended June 30, 2008:
4		
5		Number of Meters
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		Total Meters
29		
30		Monthly
31		All Usage (100 CCF)
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	H	I	J	K	L	M
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6	5/8"			0.00		$0.00
7	3/4"			0.00		0.00
8	1"			0.00		0.00
9	1-1/2"			0.00		0.00
10	2"			0.00		0.00
11	3"			0.00		0.00
12	4"			0.00		0.00
13	6"			0.00		0.00
14	8"			0.00		0.00
15	10"			0.00		0.00
16	12"			0.00		0.00
17	5/8"			0.00		0.00
18	3/4"			0.00		0.00
19	1"			0.00		0.00
20	1-1/2"			0.00		0.00
21	2"			0.00		0.00
22	3"			0.00		0.00
23	4"			0.00		0.00
24	6"			0.00		0.00
25	8"			0.00		0.00
26	10"			0.00		0.00
27	12"			0.00		0.00
28		0.00	0.00	0.00		$0.00
29	Consumption					
30						
31				0.00		0.00
32	Total	0.00	0.00	0.00		$0.00
33						
34				**TOTAL**		$0.00
35						
36						
37						
38						
39						
40						
41						

	N	O	P
1			Tennessee-American Water Company
2			COMMERCIAL
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	$0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32	$0.00		
33			
34	$0.00		
35			
36			
37			
38			
39			
40			
41			

	Q	R	S	T	U	V
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6	5/8"			0.00		$0.00
7	3/4"			0.00		0.00
8	1"			0.00		0.00
9	1-1/2"			0.00		0.00
10	2"			0.00		0.00
11	3"			0.00		0.00
12	4"			0.00		0.00
13	6"			0.00		0.00
14	8"			0.00		0.00
15	10"			0.00		0.00
16	12"			0.00		0.00
17	5/8"			0.00		0.00
18	3/4"			0.00		0.00
19	1"			0.00		0.00
20	1-1/2"			0.00		0.00
21	2"			0.00		0.00
22	3"			0.00		0.00
23	4"			0.00		0.00
24	6"			0.00		0.00
25	8"			0.00		0.00
26	10"			0.00		0.00
27	12"			0.00		0.00
28		0.00	0.00	0.00		$0.00
29	Consumption					
30						
31				0.00		0.00
32	Total	0.00	0.00	0.00		$0.00
33						
34				**TOTAL**		$0.00
35						
36						
37						
38						
39						
40						
41						

	W	X	Y
1			Tennessee-American Water Company
2			INDUSTRIALS
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	$0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32	$0.00		
33			
34	$0.00		
35			
36			
37			
38			
39			
40			
41			

	Z	AA	AB	AC	AD	AE
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6	5/8"			0.00		$0.00
7	3/4"			0.00		0.00
8	1"			0.00		0.00
9	1-1/2"			0.00		0.00
10	2"			0.00		0.00
11	3"			0.00		0.00
12	4"			0.00		0.00
13	6"			0.00		0.00
14	8"			0.00		0.00
15	10"			0.00		0.00
16	12"			0.00		0.00
17	5/8"			0.00		0.00
18	3/4"			0.00		0.00
19	1"			0.00		0.00
20	1-1/2"			0.00		0.00
21	2"			0.00		0.00
22	3"			0.00		0.00
23	4"			0.00		0.00
24	6"			0.00		0.00
25	8"			0.00		0.00
26	10"			0.00		0.00
27	12"			0.00		0.00
28		0.00	0.00	0.00		$0.00
29						
30	Consumption					
31				0.00		0.00
32	Total	0.00	0.00	0.00		$0.00
33						
34				**TOTAL**		$0.00
35						
36						
37						
38						
39						
40						
41						

	AF	AG
1		
2		
3		
4	Proposed Rate	
5	Revenues	
6	$0.00	
7	0.00	
8	0.00	
9	0.00	
10	0.00	
11	0.00	
12	0.00	
13	0.00	
14	0.00	
15	0.00	
16	0.00	
17	0.00	
18	0.00	
19	0.00	
20	0.00	
21	0.00	
22	0.00	
23	0.00	
24	0.00	
25	0.00	
26	0.00	
27	0.00	
28	$0.00	
29		
30		
31	0.00	0.00
32	$0.00	0.00
33		
34	$0.00	$0.00
35		
36		
37		
38		
39		
40		
41		

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00		$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		D5M4
6	Monthly	5/8"	
7	Eff 3/09/05	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Monthly	5/8"	
18	Eff 5/22/07	3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33	Monthly D5MWM		
34	Monthly D5MCM, D5MFM & D5MSM		
35	D5MCM Eff 6/29/07 & D5MFM Eff 5/30/08		
36		Total	0.00
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX
1					
2					
3					
4		Ft Ogl	Catoosa	Signal Mt	Waldens Rdg
5	D5M4M	D5MFM	D5MCM	D5MSM	D5MWM
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28	0.00	0.00	0.00	0.00	
29					
30					
31					
32	0.00	0.00	0.00	0.00	0.00
33					51,895.00
34		18,338.67		47,894.00	
35		28,213.33	17,742.00		
36	0.00	46,552.00	17,742.00	47,894.00	51,895.00
37					
38					**TOTAL**
39					
40					
41					

	AY	AZ	BA	BB	BC
1					
2					
3					
4			Present Rate	Proposed Rate	
5	Totals		Revenues	Revenues	
6	0.00		$0.00	$0.00	
7	0.00		0.00	0.00	
8	0.00		0.00	0.00	
9	0.00		0.00	0.00	
10	0.00		0.00	0.00	
11	0.00		0.00	0.00	
12	0.00		0.00	0.00	
13	0.00		0.00	0.00	
14	0.00		0.00	0.00	
15	0.00		0.00	0.00	
16	0.00		0.00	0.00	
17	0.00		0.00	0.00	
18	0.00		0.00	0.00	
19	0.00		0.00	0.00	
20	0.00		0.00	0.00	
21	0.00		0.00	0.00	
22	0.00		0.00	0.00	
23	0.00		0.00	0.00	
24	0.00		0.00	0.00	
25	0.00		0.00	0.00	
26	0.00		0.00	0.00	
27	0.00		0.00	0.00	
28	0.00		$0.00	$0.00	
29					
30					
31	0.00		0.00	0.00	
32	0.00	0.00	$0.00	$0.00	
33	51,895.00		48,651.56	0.00	
34	66,232.67		52,721.21	0.00	
35	45,955.33		41,180.57	0.00	
36	164,083.00	0.00	$142,553.34	$0.00	
37					
38	164,083.00		$142,553.34	$0.00	
39					
40					
41					

	BD	BE	BF
1	Tennessee-American Water Company		
2	MISCELLANEOUS		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32		Total	0.00
33			
34			
35			
36			
37			
38			
39			
40			
41			

	BG	BH	BI	BJ	BK	BL
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		$0.00	$0.00	
29						
30						
31		0.00		0.00	0.00	
32	0.00	0.00	0.00	$0.00	$0.00	
33						
34		**TOTAL**		$0.00	$0.00	
35						
36						
37						
38						
39						
40						
41						

	BM	BN	BO	BP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BQ	BR	BS	BT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BU	BV	BW	BX	BY
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BZ	CA	CB	CC
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CD	CE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		

	C	D	E
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	F	G
42		
43	per Quarter	
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		

	H	I	J	K	L	M
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	N	O	P
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	Q	R	S	T	U	V
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	W	X	Y
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	Z	AA	AB	AC	AD	AE
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	AF	AG
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	AT	AU	AV	AW	AX
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					

	AY	AZ	BA	BB	BC
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					

	BD	BE	BF
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			

	BG	BH	BI	BJ	BK	BL
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						H7
65						

	BM	BN	BO	BP
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	BQ	BR	BS	BT
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	BU	BV	BW	BX	BY
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64			H7		
65					

	BZ	CA	CB	CC
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				

	CD	CE
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		H8
64		
65		

	A	B
1	Tennessee-American Water Company	
2	**Lone Oak**	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Base Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com Customers**	
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E	F
1				
2				
3				
4		Current	Proposed	
5		Rates	Rates	
6	5/8"	$31.39		
7	3/4"	$31.39		
8	1"	$31.39		
9	1-1/2"	$31.39		
10	2"	$31.39		
11	3"	$31.39		
12	4"	$31.39		
13	6"	$31.39		
14	8"	$31.39		
15	10"	-		
16	12"	-		
17	5/8"	94.17	-	
18	3/4"	94.17	-	
19	1"	94.17	-	
20	1-1/2"	94.17	-	
21	2"	94.17	-	
22	3"	94.17	-	
23	4"	94.17	-	
24	6"	94.17	-	
25	8"	94.17	-	
26	10"	-	-	
27	12"	-	-	
28				
29		Current	Proposed	
30	Monthly	Rates	Rates	
31	First 2.67 (100 CCF)	$0.0000		
32	In Excess 2.67 (100 CCF)	$3.9473		
33				
34				
35				
36				
37				
38				
39				
40				
41				

	G	H	I
1	Tennessee-American Water Company		
2	RESIDENTIAL		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Base Charge		L1M4
6	Monthly	5/8"	110.00
7	Eff 3/09/05	3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		110.00
29		Consumption	
30	Monthly		
31	First 2.67 (100 CCF)		258.63
32	In Excess 2.67 (100 CCF)		553.37
33		Total	812.00
34			
35			
36			
37			
38			
39			
40			
41			

	J	K	L	M	N	O
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		110.00		$3,452.90	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	110.00		$3,452.90	$0.00	
29						
30						
31		258.63		0.00	0.00	
32		553.37		2,184.32	0.00	
33	0.00	812.00		$2,184.32	$0.00	
34						
35		**TOTAL**		$5,637.22	$0.00	
36						
37						
38						
39						
40						
41						

	P	Q	R
1	Tennessee-American Water Company		
2	COMMERCIAL		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Base Charge		L2M4
6	Monthly	5/8"	2.00
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		2.00
29		Consumption	
30	Monthly		
31	First 2.67 (100 CCF)		2.67
32	In Excess 2.67 (100 CCF)		0.33
33		Total	3.00
34			
35			
36			
37			
38			
39			
40			
41			

	S	T	U	V	W	X
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		2.00		$62.78	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	2.00		$62.78	$0.00	
29						
30						
31		2.67		0.00	0.00	
32		0.33		1.30	0.00	
33	0.00	3.00		$1.30	$0.00	
34						
35		**TOTAL**		$64.08	$0.00	
36						
37						
38						
39						
40						
41						

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Base Charge		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32						
33	0.00	0.00		0.00	0.00	0.00
34						
35		**TOTAL**		$0.00	$0.00	$0.00
36						
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	
32						
33	0.00	0.00		0.00	0.00	
34						
35		**TOTAL**		$0.00	$0.00	
36						
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33		Total	0.00
34			
35			
36			
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX	AY
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6				0.00		$0.00
7				0.00		0.00
8				0.00		0.00
9				0.00		0.00
10				0.00		0.00
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17				0.00		0.00
18				0.00		0.00
19				0.00		0.00
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26				0.00		0.00
27				0.00		0.00
28	0.00	0.00	0.00	0.00		0.00
29						
30						
31				0.00		0.00
32						
33	0.00	0.00	0.00	0.00	0.00	0.00
34						
35				**TOTAL**		$0.00
36						
37						
38						
39						
40						
41						

	AZ	BA	BB
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32			
33	0.00		
34			
35	$0.00		
36			
37			
38			
39			
40			
41			

	BC	BD	BE	BF	BG	BH	BI
1							
2							
3							
4							
5						Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17	5/8"					0.00	
18	3/4"					0.00	
19	1"					0.00	
20	1-1/2"					0.00	
21	2"					0.00	
22	3"					0.00	
23	4"					0.00	
24	6"					0.00	
25	8"					0.00	
26	10"					0.00	
27	12"					0.00	
28		0.00	0.00	0.00	0.00	0.00	
29							
30	Consumption						
31						0.00	
32							
33	Total	0.00	0.00	0.00	0.00	0.00	0.00
34							
35						**TOTAL**	
36							
37							
38							
39							
40							
41							

	BJ	BK	BL	BM	BN
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	$0.00	$0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	0.00	0.00			
18	0.00	0.00			
19	0.00	0.00			
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	0.00	0.00			
27	0.00	0.00			
28	0.00	0.00			
29					
30					
31	0.00	0.00			
32					
33	0.00	0.00			
34					
35	$0.00	$0.00			
36					
37					
38					
39					
40					
41					

	BO	BP	BQ	BR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BS	BT	BU	BV	BW
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BX	BY	BZ	CA
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CB	CC	CD	CE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		

	C	D	E	F
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	G	H	I
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	J	K	L	M	N	O
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	P	Q	R
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	S	T	U	V	W	X
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	AT	AU	AV	AW	AX	AY
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						

	AZ	BA	BB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			

	BC	BD	BE	BF	BG	BH	BI
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							

	BJ	BK	BL	BM	BN
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65			H7		
66					

	BO	BP	BQ	BR
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	BS	BT	BU	BV	BW
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					H7
66					

	BX	BY	BZ	CA
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				

	CB	CC	CD	CE
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				H8
65				
66				

	A	B
1	Tennessee-American Water Company	
2	**Suck Creek**	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Base Charge	
6		Monthly
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		Quarterly
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	**Consumption Res, Com Customers**	
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		

	C	D	E	F
1				
2				
3				
4		Current	Proposed	
5		Rates	Rates	
6	5/8"	$22.85		
7	3/4"	$22.85		
8	1"	$22.85		
9	1-1/2"	$22.85		
10	2"	$22.85		
11	3"	$22.85		
12	4"	$22.85		
13	6"	$22.85		
14	8"	$22.85		
15	10"	-		
16	12"	-		
17	5/8"	68.55	-	
18	3/4"	68.55	-	
19	1"	68.55	-	
20	1-1/2"	68.55	-	
21	2"	68.55	-	
22	3"	68.55	-	
23	4"	68.55	-	
24	6"	68.55	-	
25	8"	68.55	-	
26	10"	-	-	
27	12"	-	-	
28				
29		Current	Proposed	
30	Monthly	Rates	Rates	
31	First 2 (100 CCF)	$0.0000		
32	2nd 10.67 (100 CCF)	$3.3000		
33	In Excess 12.67 (100 CCF)	$2.4750		
34				
35				
36				
37				
38				
39				
40				
41				

	G	H
1	Tennessee-American Water Company	
2	RESIDENTIAL	
3	Bill Analysis for the Month Ended June 30, 2008:	
4		
5	Base Charge	
6	Monthly	5/8"
7		3/4"
8		1"
9		1-1/2"
10		2"
11		3"
12		4"
13		6"
14		8"
15		10"
16		12"
17	Quarterly	5/8"
18		3/4"
19		1"
20		1-1/2"
21		2"
22		3"
23		4"
24		6"
25		8"
26		10"
27		12"
28	Total Meters	
29		Consumption
30	Monthly	
31	First 2 (100 CCF)	
32	2nd 10.67 (100 CCF)	
33	In Excess 12.67 (100 CCF)	
34		Total
35		
36		
37		
38		
39		
40		
41		

	I	J	K	L	M	N
1						
2						
3						
4					Present Rate	Proposed Rate
5	S1M4		Totals		Revenues	Revenues
6	212.53		212.53		$4,856.39	$0.00
7	0.00		0.00		0.00	0.00
8	1.00		1.00		22.85	0.00
9			0.00		0.00	0.00
10			0.00		0.00	0.00
11			0.00		0.00	0.00
12			0.00		0.00	0.00
13			0.00		0.00	0.00
14			0.00		0.00	0.00
15			0.00		0.00	0.00
16			0.00		0.00	0.00
17			0.00		0.00	0.00
18			0.00		0.00	0.00
19			0.00		0.00	0.00
20			0.00		0.00	0.00
21			0.00		0.00	0.00
22			0.00		0.00	0.00
23			0.00		0.00	0.00
24			0.00		0.00	0.00
25			0.00		0.00	0.00
26			0.00		0.00	0.00
27			0.00		0.00	0.00
28	213.53	0.00	213.53		$4,879.24	$0.00
29						
30						
31	395.67		395.67		0.00	0.00
32	964.08		964.08		3,181.46	0.00
33	287.25		287.25		710.94	0.00
34	1,647.00	0.00	1,647.00		$3,892.40	$0.00
35						
36			**TOTAL**		$8,771.64	$0.00
37						
38						
39						
40						
41						

	O	P	Q
1		Tennessee-American Water Company	
2		COMMERCIAL	
3		Bill Analysis for the Month Ended June 30, 2008:	
4			
5		Base Charge	
6		Monthly	5/8"
7			3/4"
8			1"
9			1-1/2"
10			2"
11			3"
12			4"
13			6"
14			8"
15			10"
16			12"
17		Quarterly	5/8"
18			3/4"
19			1"
20			1-1/2"
21			2"
22			3"
23			4"
24			6"
25			8"
26			10"
27			12"
28		Total Meters	
29			Consumption
30		Monthly	
31		First 2 (100 CCF)	
32		2nd 10.67 (100 CCF)	
33		In Excess 12.67 (100 CCF)	
34			Total
35			
36			
37			
38			
39			
40			
41			

	R	S	T	U	V	W	X
1							
2							
3							
4					Present Rate	Proposed Rate	
5	S2M4		Totals		Revenues	Revenues	
6	4.00		4.00		$91.40	$0.00	
7			0.00		0.00	0.00	
8			0.00		0.00	0.00	
9			0.00		0.00	0.00	
10			0.00		0.00	0.00	
11			0.00		0.00	0.00	
12			0.00		0.00	0.00	
13			0.00		0.00	0.00	
14			0.00		0.00	0.00	
15			0.00		0.00	0.00	
16			0.00		0.00	0.00	
17			0.00		0.00	0.00	
18			0.00		0.00	0.00	
19			0.00		0.00	0.00	
20			0.00		0.00	0.00	
21			0.00		0.00	0.00	
22			0.00		0.00	0.00	
23			0.00		0.00	0.00	
24			0.00		0.00	0.00	
25			0.00		0.00	0.00	
26			0.00		0.00	0.00	
27			0.00		0.00	0.00	
28	4.00	0.00	4.00		$91.40	$0.00	
29							
30							
31	2.00		2.00		0.00	0.00	
32			0.00		0.00	0.00	
33			0.00		0.00	0.00	
34	2.00	0.00	2.00		$0.00	$0.00	
35							
36			**TOTAL**		$91.40	$0.00	
37							
38							
39							
40							
41							

	Y	Z	AA
1	Tennessee-American Water Company		
2	INDUSTRIALS		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Base Charge		S3M4
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	First 2 (100 CCF)		
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	0.00
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	0.00		0.00	0.00	0.00
35						
36		**TOTAL**		$0.00	$0.00	$0.00
37						
38						
39						
40						
41						

	AH	AI	AJ
1	Tennessee-American Water Company		
2	OTHER PUBLIC AUTHORITY		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		S4M4
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	First 2 (100 CCF)		
32	2nd 10.67 (100 CCF)		
33	In Excess 12.67 (100 CCF)		
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AK	AL	AM	AN	AO	AP
1						
2						
3						
4				Present Rate	Proposed Rate	
5		Totals		Revenues	Revenues	
6		0.00		$0.00	$0.00	
7		0.00		0.00	0.00	
8		0.00		0.00	0.00	
9		0.00		0.00	0.00	
10		0.00		0.00	0.00	
11		0.00		0.00	0.00	
12		0.00		0.00	0.00	
13		0.00		0.00	0.00	
14		0.00		0.00	0.00	
15		0.00		0.00	0.00	
16		0.00		0.00	0.00	
17		0.00		0.00	0.00	
18		0.00		0.00	0.00	
19		0.00		0.00	0.00	
20		0.00		0.00	0.00	
21		0.00		0.00	0.00	
22		0.00		0.00	0.00	
23		0.00		0.00	0.00	
24		0.00		0.00	0.00	
25		0.00		0.00	0.00	
26		0.00		0.00	0.00	
27		0.00		0.00	0.00	
28	0.00	0.00		0.00	0.00	
29						
30						
31		0.00		0.00	0.00	
32		0.00		0.00	0.00	
33		0.00		0.00	0.00	
34	0.00	0.00		0.00	0.00	
35						
36		**TOTAL**		$0.00	$0.00	
37						
38						
39						
40						
41						

	AQ	AR	AS
1	Tennessee-American Water Company		
2	OTHER WATER UTILITIES		
3	Bill Analysis for the Month Ended June 30, 2008:		
4			
5	Number of Meters		
6	Monthly	5/8"	
7		3/4"	
8		1"	
9		1-1/2"	
10		2"	
11		3"	
12		4"	
13		6"	
14		8"	
15		10"	
16		12"	
17	Quarterly	5/8"	
18		3/4"	
19		1"	
20		1-1/2"	
21		2"	
22		3"	
23		4"	
24		6"	
25		8"	
26		10"	
27		12"	
28	Total Meters		0.00
29			
30	Monthly	Consumption	
31	All Usage (100 CCF)		
32			
33			
34		Total	0.00
35			
36			
37			
38			
39			
40			
41			

	AT	AU	AV	AW	AX	AY
1						
2						
3						
4						Present Rate
5				Totals		Revenues
6				0.00		$0.00
7				0.00		0.00
8				0.00		0.00
9				0.00		0.00
10				0.00		0.00
11				0.00		0.00
12				0.00		0.00
13				0.00		0.00
14				0.00		0.00
15				0.00		0.00
16				0.00		0.00
17				0.00		0.00
18				0.00		0.00
19				0.00		0.00
20				0.00		0.00
21				0.00		0.00
22				0.00		0.00
23				0.00		0.00
24				0.00		0.00
25				0.00		0.00
26				0.00		0.00
27				0.00		0.00
28	0.00	0.00	0.00	0.00		0.00
29						
30						
31				0.00		0.00
32						
33						
34	0.00	0.00	0.00	0.00	0.00	0.00
35						
36				**TOTAL**		$0.00
37						
38						
39						
40						
41						

	AZ	BA	BB
1			Tennessee-American Water Company
2			MISCELLANEOUS
3			Bill Analysis for the Month Ended June 30, 2008:
4	Proposed Rate		
5	Revenues		Number of Meters
6	$0.00		Monthly
7	0.00		
8	0.00		
9	0.00		
10	0.00		
11	0.00		
12	0.00		
13	0.00		
14	0.00		
15	0.00		
16	0.00		
17	0.00		Quarterly
18	0.00		
19	0.00		
20	0.00		
21	0.00		
22	0.00		
23	0.00		
24	0.00		
25	0.00		
26	0.00		
27	0.00		
28	0.00		Total Meters
29			
30			Monthly
31	0.00		All Usage (100 CCF)
32			
33			
34	0.00		
35			
36	$0.00		
37			
38			
39			
40			
41			

	BC	BD	BE	BF	BG	BH	BI
1							
2							
3							
4							
5						Totals	
6	5/8"					0.00	
7	3/4"					0.00	
8	1"					0.00	
9	1-1/2"					0.00	
10	2"					0.00	
11	3"					0.00	
12	4"					0.00	
13	6"					0.00	
14	8"					0.00	
15	10"					0.00	
16	12"					0.00	
17	5/8"					0.00	
18	3/4"					0.00	
19	1"					0.00	
20	1-1/2"					0.00	
21	2"					0.00	
22	3"					0.00	
23	4"					0.00	
24	6"					0.00	
25	8"					0.00	
26	10"					0.00	
27	12"					0.00	
28		0.00	0.00	0.00	0.00	0.00	
29							
30	Consumption						
31						0.00	
32							
33							
34	Total	0.00	0.00	0.00	0.00	0.00	0.00
35							
36						**TOTAL**	
37							
38							
39							
40							
41							

	BJ	BK	BL	BM	BN
1					
2					
3					
4	Present Rate	Proposed Rate			
5	Revenues	Revenues			
6	$0.00	$0.00			
7	0.00	0.00			
8	0.00	0.00			
9	0.00	0.00			
10	0.00	0.00			
11	0.00	0.00			
12	0.00	0.00			
13	0.00	0.00			
14	0.00	0.00			
15	0.00	0.00			
16	0.00	0.00			
17	0.00	0.00			
18	0.00	0.00			
19	0.00	0.00			
20	0.00	0.00			
21	0.00	0.00			
22	0.00	0.00			
23	0.00	0.00			
24	0.00	0.00			
25	0.00	0.00			
26	0.00	0.00			
27	0.00	0.00			
28	0.00	0.00			
29					
30					
31	0.00	0.00			
32					
33					
34	0.00	0.00			
35					
36	$0.00	$0.00			
37					
38					
39					
40					
41					

	BO	BP	BQ	BR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	BS	BT	BU	BV	BW
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					

	BX	BY	BZ	CA
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	CB	CC	CD	CE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				

	A	B
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		

	C	D	E	F
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	G	H
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		

	I	J	K	L	M	N
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	O	P	Q
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	R	S	T	U	V	W	X
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							

	Y	Z	AA
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AB	AC	AD	AE	AF	AG
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AH	AI	AJ
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AK	AL	AM	AN	AO	AP
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AQ	AR	AS
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	AT	AU	AV	AW	AX	AY
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						

	AZ	BA	BB
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			

	BC	BD	BE	BF	BG	BH	BI
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							

	BJ	BK	BL	BM	BN
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66			H7		
67					

	BO	BP	BQ	BR
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	BS	BT	BU	BV	BW
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					H7
67					

	BX	BY	BZ	CA
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				

	CB	CC	CD	CE
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				H8
66				
67				

	A	B	C	D	E	F	G
1							
2							
3							**RATE STU**
4							
5							
6							
7							
8				**Per**		**Per**	
9		**Jun-08**		**General**		**Rate**	
10				**Ledger**		**Study**	
11		Res		$1,392,434.31		$1,397,849.65	
12		Com		$1,009,845.49		$1,010,700.25	
13		Ind		$335,817.22		$336,333.29	
14		OPA		$240,149.50		$240,210.13	
15		OWU		$143,524.93		$143,524.93	
16		Priv Fr		$134,570.12		$0.00	
17		Pub Fr		$0.00		$0.00	
18		Misc		$20.00		$0.00	
19		Adj.		$0.00		$0.00	
20		**Total**		$3,256,361.57		$3,128,618.25	
21							
22		Notes: a)					
23		b)					
24		c)					
25							
26							
27							
28							
29							
30							
31							

	H	I	J	K	L	M	N
1							
2							
3	**DY - GENERAL LEDGER REVENUE COMPARISON**						
4	**TENNESSEE WATER**						
5	**06/01/2008 to 06/30/2008**						
6							
7							
8					**Total Rate**		
9	**Fixed**		**Miscellaneous**		**Study / Fixed**		
10	**Charges**		**Charges**		**Misc.**		**Variance**
11	$0.00		($5,413.47)		$1,392,436.18		$1.87
12	$0.00		($879.89)		$1,009,820.36		($25.13)
13	$0.00		($516.50)		$335,816.79		($0.43)
14	$0.00		($62.04)		$240,148.09		($1.41)
15	$0.00		$0.00		$143,524.93		$0.00
16	$135,933.30		($1,363.18)		$134,570.12		$0.00
17	$0.00		$0.00		$0.00		$0.00
18	$0.00		$0.00		$0.00		($20.00)
19	$0.00		$0.00		$0.00		$0.00
20	$135,933.30		($8,235.08)		$3,256,316.47		($45.10)
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

	O	P	Q	R	S	T	U
1							
2							
3							
4							
5							
6							
7							
8							
9		**%**					
10		**Variance**					
11		0.000%					
12		-0.002%					
13		0.000%					
14		-0.001%					
15		0.000%					
16		0.000%					
17		#DIV/0!					
18		-100.000%					
19		#DIV/0!					
20		-0.001%					
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

	V	W	X	Y	Z	AA
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

	AB	AC	AD	AE	AF	AG
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

	AH
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

	A	B	C	D	E	F	G	H
1								
2								
3								**RATE STUDY - GENERA**
4								**TENN**
5								**06/01/2**
6								
7								
8						**Per**		
9		**Jun-08**		**Per PMT**		**Rate**		**Fixed**
10				**Report**		**Study**		**Charges**
11		Res		314,818.60		317,161.50		0.00
12		Com		277,460.98		278,340.00		0.00
13		Ind		204,917.02		205,627.50		0.00
14		OPA		81,452.81		81,684.75		0.00
15		OWU		122,746.33		123,066.00		0.00
16		Priv Fr		0.00		0.00		0.00
17		Pub Fr		0.00		0.00		0.00
18		Misc		0.00		0.00		0.00
19		Adj.		0.00		0.00		0.00
20		**Total**		1,001,395.74		1,005,879.75		0.00
21								
22								
23								
24								
25								
26								
27								
28								
29								

	I	J	K	L	M	N	O
1							
2							
3	**AL LEDGER USAGE COMPARISON**						
4	**NESSEE WATER**						
5	**008 to 06/30/2008**						
6							
7							
8				**Total Rate**			
9		**Miscellaneous**		**Study / Fixed**			
10		**Charges**		**Misc.**		**Variance**	
11		(1,758.00)		315,403.50		584.90	
12		(159.00)		278,181.00		720.02	
13		(235.00)		205,392.50		475.48	
14		(23.00)		81,661.75		208.94	
15		0.00		123,066.00		319.67	
16		0.00		0.00		0.00	
17		0.00		0.00		0.00	
18		0.00		0.00		0.00	
19		0.00		0.00		0.00	
20		(2,175.00)		1,003,704.75		2,309.01	
21							
22							
23							
24							
25							
26							
27							
28							
29							

	P	Q	R	S	T	U	V
1							
2							
3							
4							
5							
6							
7							
8							
9	**%**						
10	**Variance**						
11	0.186%						
12	0.260%						
13	0.232%						
14	0.257%						
15	0.260%						
16	0.000%						
17	0.000%						
18	0.000%						
19	0.000%						
20	0.231%						
21							
22							
23							
24							
25							
26							
27							
28							
29							

	W	X	Y	Z	AA	AB	AC
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							

	AD	AE	AF	AG	AH
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Sheila Miller

Discovery Request No. 22:

Please provide in working Excel format a copy of all Excel files submitted monthly to the Tennessee Regulatory Authority ("TRA") for the months of April, May, June, and July 2008. (The monthly files should include a balance sheet, balance sheet by account, income statement, income statement by account, and statistical information.) If the Excel file submitted to the TRA for the month of July 2008 is not available at the time this request is answered, please provide it as soon as it becomes available.

Response:

The requested Excel files submitted monthly to the Tennessee Regulatory Authority for the months of April, May, and June 2008 are included on the enclosed CD in a folder labeled as TN-CAPD-02-Q022. The Excel file for the month of July is not available at this time. The Company will supplement this response as required.

	A
1	PCDWLD
2	83500 American Water Works Company 1
3	RT026USR Tennessee-American Water-Co 26 05/08/08
4	026BS Total Company (USGAAP) 10:19:26
5	Comparative Balance Sheet
6	For the Period Ending 04/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	Description
12	----------
13	ASSETS
14	1 Utility Plant
15	2 Construction work in progress
16	3 Accumulated depreciation
17	4 Utility plant acquisition adjustment
18	5 Other utility plant adjustments
19	6 Sub-total Utility Plant
20	7 Non-Utility property
21	8 Other investments
22	Current Assets
23	10 Cash and cash equivalents
24	11 Temporary investments
25	12 Customer accounts receivable
26	13 Allowance for uncollectible accounts
27	14 Unbilled revenues
28	15 FIT refund due from assoc. companies
29	16 Miscellaneous receivables
30	17 Materials and supplies
31	19 Other
32	20 Sub-total
33	22 Deferred debits
34	23 Debt and preferred stock
35	24 Expense of rate proceeding
36	25 Prelim survey & invest charges
37	26 Reg Asset-income tax recovery
38	27 Other
39	29 Sub-total
40	30 Total Assets
41	32 CAPITAL AND LIABILITIES
42	33 Common Stock
43	34 Paid in capital
44	35 Retained Earnings
45	36 Unearned Compensation
46	37 Reacquired C/S & Accum Comp Inc
47	38 Total common equity
48	
49	39 Preferred stock
50	40 Long term debt

	B	C
1		
2		
3		
4		
5		
6		
7		
8		
9		
10	Current	Prior
11	Year	Year
12	----------	----------
13		
14	201,792,057	192,248,713
15	1,625,769	930,414
16	(58,115,219)	(54,897,149)
17	74,850	0
18	0	0
19	145,377,457	138,281,978
20	0	0
21	0	74,850
22		
23	261,527	515,643
24	0	0
25	2,701,153	2,434,460
26	(220,333)	(269,553)
27	1,525,889	1,723,967
28	0	178,016
29	52,758	57,306
30	354,020	341,950
31	599,027	622,474
32	5,274,041	5,604,263
33		
34	171,461	200,918
35	808,532	402,240
36	0	0
37	9,755,177	10,317,205
38	3,974,308	3,794,402
39	14,709,478	14,714,765
40	165,360,976	158,675,856
41		
42	13,754,235	13,754,235
43	15,788,918	8,288,918
44	20,113,655	19,438,773
45	0	0
46	0	0
47	49,656,808	41,481,926
48		
49	1,381,600	1,381,600
50	45,015,985	52,678,975

	A
51	41 Total capitalization
52	42 Current liabilities
53	43 Bank debt
54	44 Current portion of LTD
55	45 Accounts Payable
56	46 Taxes accrued
57	47 Interest accrued
58	48 Customer deposits
59	49 Dividends declared
60	51 Other
61	52 Sub-total
62	
63	
64	54 Deferred credits
65	55 Customer adv. for construction
66	56 Deferred income taxes
67	57 Deferred investment tax credits
68	58 Reg.liab-inc.tax.refund thru rates
69	59 Other
70	60 Sub-total
71	62 Contributions in aid of construction
72	
73	Total capital and liabilities
74	

	B	C
51	96,054,393	95,542,501
52		
53	7,502,106	9,303,296
54	7,662,822	1,143,054
55	1,094,643	1,204,176
56	4,002,722	1,949,203
57	743,583	624,700
58	0	0
59	0	0
60	1,620,302	1,214,707
61	22,626,178	15,439,136
62		
63		
64		
65	6,968,196	5,911,187
66	24,237,177	25,581,782
67	1,090,808	1,167,176
68	2,580,306	3,415,230
69	3,410,931	3,382,648
70	38,287,418	39,458,023
71	8,392,985	8,236,196
72		
73	165,360,974	158,675,856
74		

	A
1	PCDWLD
2	83410 American Water Works Company 1
3	RT026USR Tennessee American Water Company
4	NARUCTB Trial Balance 10:26:18
5	For the Period Ending 04/30/2008
6	
7	
8	Description
9	----------
10	B01 Utility Plant Original Cost
11	101000 Land & Ld Rights P
12	303300 Land & Ld Rights P
13	B3032 Land & Land Rights SS
14	303400 Land & Ld Rights WT
15	B3033 Land & Land Rights WT
16	303500 Land & Ld Rights TD
17	B3034 Land & Land Rights TD
18	303501 Land TD
19	B3034 Land & Land Rights TD
20	303502 Rights of Way TD
21	B3034 Land & Land Rights TD
22	303600 Land & Land Rights AG
23	B3035 Land & Land Rights AG
24	304100 Struct & Imp SS
25	B3042 Struct & Improve SS
26	304200 Struct & Imp P
27	B3042 Struct & Improve SS
28	304300 Struct & Imp WT
29	B3043 Struct & Improve WT
30	304301 Struct & Imp WT Depr Pntng (
31	B3043 Struct & Improve WT
32	304400 Struct & Imp TD
33	B3044 Struct & Improve TD
34	304500 Struct & Imp AG
35	B3045 Struct & Improve AG
36	304510 Struct & Imp AG Cap Lease
37	B3045 Struct & Improve AG
38	304600 Struct & Imp Offices
39	B3045 Struct & Improve AG
40	304700 Struct & Imp Store,Shop,Gar
41	B3045 Struct & Improve AG
42	304800 Struct & Imp Misc
43	B3045 Struct & Improve AG
44	306000 Lake, River & Other Intakes
45	B3062 Lake, River & Other Intak
46	309000 Supply Mains
47	B3092 Supply Mains
48	310000 Power Generation Equip
49	B3102 Power Generation Equip
50	310100 Power Generation Equip Other

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	April	April	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	0.00	73,444.37	0.00	73,444.37	B01
14					
15	0.00	18,009.00	0.00	18,009.00	B01
16					
17	0.00	55,449.65	0.00	55,449.65	B01
18					
19	0.00	140,323.91	0.00	127,323.91	B01
20					
21	0.00	133,093.58	0.00	133,093.58	B01
22					
23	0.00	25,021.90	0.00	25,021.90	B01
24					
25	2,242.50	9,662.39	0.00	0.00	B01
26					
27	18,646.23	3,863,561.85	0.00	3,810,529.28	B01
28					
29	11,902.45	2,012,710.50	0.00	2,001,274.74	B01
30					
31	0.00	1,694,807.62	0.00	1,694,807.62	B01
32					
33	0.00	524,790.43	0.00	510,815.36	B01
34					
35	4,596.90	49,940.93	0.00	0.00	B01
36					
37	0.00	1,590,500.00	0.00	1,590,500.00	B01
38					
39	0.00	136,173.91	0.00	149,173.91	B01
40					
41	0.00	312,642.38	0.00	312,642.38	B01
42					
43	0.00	657,573.08	0.00	657,573.08	B01
44					
45	0.00	489,122.97	0.00	489,122.97	B01
46					
47	0.00	603,834.40	0.00	602,663.86	B01
48					
49	0.00	227,421.97	0.00	0.00	B01
50					

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	101000	303300	B3032
14			
15	101000	303400	B3033
16			
17	101000	303500	B3034
18			
19	101000	303501	B3034
20			
21	101000	303502	B3034
22			
23	101000	303600	B3035
24			
25	101000	304100	B3042
26			
27	101000	304200	B3042
28			
29	101000	304300	B3043
30			
31	101000	304301	B3043
32			
33	101000	304400	B3044
34			
35	101000	304500	B3045
36			
37	101000	304510	B3045
38			
39	101000	304600	B3045
40			
41	101000	304700	B3045
42			
43	101000	304800	B3045
44			
45	101000	306000	B3062
46			
47	101000	309000	B3092
48			
49	101000	310000	B3102
50			

	A
51	B3102 Power Generation Equip
52	311200 Pump Equip Electric
53	B3112 Pumping Equipment
54	311300 Pump Equip Diesel
55	B3112 Pumping Equipment
56	311500 Pump Equip Other
57	B3112 Pumping Equipment
58	311520 Pumping Equipment SS
59	B3112 Pumping Equipment
60	311530 Pumping Equipment WT
61	B3112 Pumping Equipment
62	320100 WT Equip Non-Media
63	B3203 Water Treatment Equipment
64	330000 Dist Reservoirs & Standpipes
65	B3304 Dist Reservoirs & Standpi
66	330003 Dist Res & Stand Orig Repain
67	B3304 Dist Reservoirs & Standpi
68	330100 Elevated Tanks & Standpipes
69	B3304 Dist Reservoirs & Standpi
70	330400 Clearwell
71	B3304 Dist Reservoirs & Standpi
72	331001 TD Mains Not Classified by S
73	B3314 TD Mains
74	331100 TD Mains 4in & Less
75	B3314 TD Mains
76	331200 TD Mains 6in to 8in
77	B3314 TD Mains
78	331210 TD Mains 6in to 10in (TN)
79	B3314 TD Mains
80	331300 TD Mains 10in to 16in
81	B3314 TD Mains
82	331350 TD Mains 12in & Grtr (TN)
83	B3314 TD Mains
84	331400 TD Mains 18in & Grtr
85	B3314 TD Mains
86	333000 Services
87	B3334 Services
88	334100 Meters
89	B3344 Meters & Meter Installati
90	334110 Meters Bronze Case
91	B3344 Meters & Meter Installati
92	334131 Meters Other-Rem Rdr Unts
93	B3344 Meters & Meter Installati
94	334200 Meter Installations
95	B3344 Meters & Meter Installati
96	335000 Hydrants
97	B3354 Hydrants
98	339200 Other P/E SS
99	B3392 Other Plant & Equip SS
100	339600 Other P/E CPS

	B	C	D	E	F
51	0.00	0.00	0.00	227,421.97	B01
52					
53	0.00	5,662,338.38	0.00	5,631,195.36	B01
54					
55	0.00	119,296.31	0.00	119,296.31	B01
56					
57	0.00	254,506.81	0.00	254,506.81	B01
58					
59	31,143.02	31,143.02	0.00	0.00	B01
60					
61	(31,143.02)	(31,143.02)	0.00	0.00	B01
62					
63	0.00	12,395,595.34	0.00	12,378,400.21	B01
64					
65	0.00	6,482,504.83	0.00	6,494,146.20	B01
66					
67	74,402.51	1,711,711.87	0.00	1,637,309.36	B01
68					
69	0.00	1,890,119.28	0.00	1,750,939.70	B01
70					
71	0.00	680,783.96	0.00	680,783.96	B01
72					
73	0.00	1,931,949.74	0.00	1,959,714.31	B01
74					
75	19,055.79	4,740,357.32	0.00	4,674,282.42	B01
76					
77	0.00	1,457.83	0.00	1,457.83	B01
78					
79	677,386.91	60,442,515.07	0.00	59,125,058.01	B01
80					
81	0.00	9,815,098.97	0.00	9,738,520.16	B01
82					
83	84,622.80	22,898,042.16	0.00	21,721,501.23	B01
84					
85	0.00	651,993.85	0.00	651,239.57	B01
86					
87	37,953.05	18,255,522.61	0.00	18,039,423.88	B01
88					
89	(6,921.42)	4,634,725.06	0.00	4,617,844.73	B01
90					
91	275,086.32	1,654,078.56	0.00	9,173.39	B01
92					
93	3,645.85	16,972.52	0.00	0.00	B01
94					
95	0.00	10,123,793.39	0.00	9,078,764.37	B01
96					
97	169,137.38	7,519,645.18	0.00	7,279,427.84	B01
98					
99	0.00	8,526.30	0.00	8,526.30	B01
100					

	G	H	I
51	101000	310100	B3102
52			
53	101000	311200	B3112
54			
55	101000	311300	B3112
56			
57	101000	311500	B3112
58			
59	101000	311520	B3112
60			
61	101000	311530	B3112
62			
63	101000	320100	B3203
64			
65	101000	330000	B3304
66			
67	101000	330003	B3304
68			
69	101000	330100	B3304
70			
71	101000	330400	B3304
72			
73	101000	331001	B3314
74			
75	101000	331100	B3314
76			
77	101000	331200	B3314
78			
79	101000	331210	B3314
80			
81	101000	331300	B3314
82			
83	101000	331350	B3314
84			
85	101000	331400	B3314
86			
87	101000	333000	B3334
88			
89	101000	334100	B3344
90			
91	101000	334110	B3344
92			
93	101000	334131	B3344
94			
95	101000	334200	B3344
96			
97	101000	335000	B3354
98			
99	101000	339200	B3392
100			

	A
101	B3391 Other Plant & Equip Intan
102	340100 Office Furniture & Equip
103	B3405 Office Furniture & Equip
104	340200 Comp & Periph Equip
105	B3405 Office Furniture & Equip
106	340210 Comp & Periph Mainframe
107	B3405 Office Furniture & Equip
108	340220 Comp & Periph Personal
109	B3405 Office Furniture & Equip
110	340230 Comp & Periph Other
111	B3405 Office Furniture & Equip
112	340300 Computer Software
113	B3405 Office Furniture & Equip
114	340310 Comp Software Mainframe
115	B3405 Office Furniture & Equip
116	340320 Comp Software Personal
117	B3405 Office Furniture & Equip
118	340330 Comp Software Other
119	B3405 Office Furniture & Equip
120	340400 Data Handling Equipment
121	B3405 Office Furniture & Equip
122	340500 Other Office Equipment
123	B3405 Office Furniture & Equip
124	341100 Trans Equip Lt Duty Trks
125	B3415 Transportation Equip
126	341200 Trans Equip Hvy Duty Trks
127	B3415 Transportation Equip
128	341300 Trans Equip Autos
129	B3415 Transportation Equip
130	341400 Trans Equip Other
131	B3415 Transportation Equip
132	342000 Stores Equipment
133	B3425 Stores Equipment
134	343000 Tools,Shop,Garage Equip
135	B3435 Tools, Shop, Garage Equip
136	344000 Laboratory Equipment
137	B3445 Laboratory Equipment
138	345000 Power Operated Equipment
139	B3455 Power Operated Equip
140	346100 Comm Equip Non-Telephone
141	B3465 Communication Equip
142	346190 Remote Control & Instrumenta
143	B3465 Communication Equip
144	346200 Comm Equip Telephone
145	B3465 Communication Equip
146	347000 Misc Equipment
147	B3475 Miscellaneous Equip
148	348000 Other Tangible Property
149	B3485 Other Tangible Plant
150	101100 Reg Asset-AFUDC-Debt

	B	C	D	E	F
101	0.00	0.00	0.00	405,131.83	B01
102					
103	18,106.93	514,291.96	0.00	598,089.22	B01
104					
105	0.00	296,134.25	0.00	308,231.42	B01
106					
107	0.00	603,485.60	0.00	601,115.19	B01
108					
109	6,418.61	294,990.75	0.00	562,974.17	B01
110					
111	0.00	185,999.92	0.00	200,973.62	B01
112					
113	0.00	412,127.22	0.00	412,127.22	B01
114					
115	0.00	3,535,058.66	0.00	3,535,058.66	B01
116					
117	0.00	190,122.43	0.00	206,244.92	B01
118					
119	0.00	14,221.83	0.00	14,221.83	B01
120					
121	0.00	15,283.88	0.00	15,283.88	B01
122					
123	0.00	89,831.18	0.00	137,210.02	B01
124					
125	0.00	994,716.42	0.00	1,074,346.67	B01
126					
127	192,801.22	804,262.23	0.00	628,461.01	B01
128					
129	0.00	254,776.59	0.00	254,776.59	B01
130					
131	83,694.88	320,936.86	0.00	214,418.70	B01
132					
133	0.00	43,392.21	0.00	43,392.21	B01
134					
135	1,418.54	1,223,384.90	0.00	1,161,050.13	B01
136					
137	4,788.03	373,029.71	0.00	368,087.87	B01
138					
139	0.00	332,766.90	0.00	332,766.90	B01
140					
141	0.00	352,487.48	0.00	354,831.21	B01
142					
143	25,872.16	25,872.16	0.00	0.00	B01
144					
145	0.00	82,421.72	0.00	152,448.57	B01
146					
147	0.00	1,028,221.40	0.00	1,023,783.00	B01
148					
149	0.00	4,918.13	0.00	4,918.13	B01
150					

	G	H	I
101	101000	339600	B3391
102			
103	101000	340100	B3405
104			
105	101000	340200	B3405
106			
107	101000	340210	B3405
108			
109	101000	340220	B3405
110			
111	101000	340230	B3405
112			
113	101000	340300	B3405
114			
115	101000	340310	B3405
116			
117	101000	340320	B3405
118			
119	101000	340330	B3405
120			
121	101000	340400	B3405
122			
123	101000	340500	B3405
124			
125	101000	341100	B3415
126			
127	101000	341200	B3415
128			
129	101000	341300	B3415
130			
131	101000	341400	B3415
132			
133	101000	342000	B3425
134			
135	101000	343000	B3435
136			
137	101000	344000	B3445
138			
139	101000	345000	B3455
140			
141	101000	346100	B3465
142			
143	101000	346190	B3465
144			
145	101000	346200	B3465
146			
147	101000	347000	B3475
148			
149	101000	348000	B3485
150			

	A
151	Reg Asset-AFUDC-Debt
152	B101 UP In Service
153	106000 Struct & Imp SS
154	304100 Struct & Imp SS
155	B3042 Struct & Improve SS
156	304200 Struct & Imp P
157	B3042 Struct & Improve SS
158	304300 Struct & Imp WT
159	B3043 Struct & Improve WT
160	304500 Struct & Imp AG
161	B3045 Struct & Improve AG
162	311200 Pump Equip Electric
163	B3112 Pumping Equipment
164	311500 Pump Equip Other
165	B3112 Pumping Equipment
166	311520 Pumping Equipment SS
167	B3112 Pumping Equipment
168	311530 Pumping Equipment WT
169	B3112 Pumping Equipment
170	320100 WT Equip Non-Media
171	B3203 Water Treatment Equipment
172	330003 Dist Res & Stand Orig Repain
173	B3304 Dist Reservoirs & Standpi
174	330100 Elevated Tanks & Standpipes
175	B3304 Dist Reservoirs & Standpi
176	331001 TD Mains Not Classified by S
177	B3314 TD Mains
178	331100 TD Mains 4in & Less
179	B3314 TD Mains
180	331210 TD Mains 6in to 10in (TN)
181	B3314 TD Mains
182	331350 TD Mains 12in & Grtr (TN)
183	B3314 TD Mains
184	333000 Services
185	B3334 Services
186	334100 Meters
187	B3344 Meters & Meter Installati
188	334110 Meters Bronze Case
189	B3344 Meters & Meter Installati
190	334131 Meters Other-Rem Rdr Unts
191	B3344 Meters & Meter Installati
192	334200 Meter Installations
193	B3344 Meters & Meter Installati
194	335000 Hydrants
195	B3354 Hydrants
196	340100 Office Furniture & Equip
197	B3405 Office Furniture & Equip
198	340220 Comp & Periph Personal
199	B3405 Office Furniture & Equip
200	340230 Comp & Periph Other

	B	C	D	E	F
151					
152	0.00	46,099.00	0.00	46,099.00	B01
153					
154					
155	(2,242.50)	0.00	0.00	0.00	B01
156					
157	(18,646.23)	0.00	0.00	0.00	B01
158					
159	(11,902.45)	0.00	0.00	0.00	B01
160					
161	(4,585.78)	127,957.21	0.00	0.00	B01
162					
163	(48.80)	0.00	0.00	0.00	B01
164					
165	0.00	13,556.55	0.00	0.00	B01
166					
167	10,131.34	100,286.07	0.00	0.00	B01
168					
169	48.80	0.00	0.00	0.00	B01
170					
171	0.00	74,100.18	0.00	0.00	B01
172					
173	(74,402.51)	287,537.62	72,817.13	72,817.13	B01
174					
175	6,888.04	6,888.04	17,536.63	17,536.63	B01
176					
177	0.00	553.86	0.00	0.00	B01
178					
179	(3,236.62)	110,978.26	2,381.30	2,381.30	B01
180					
181	(477,505.84)	1,703,332.99	44,974.00	44,974.00	B01
182					
183	177,132.76	1,066,901.29	112,091.14	112,091.14	B01
184					
185	58,553.61	880,983.51	540,368.21	540,368.21	B01
186					
187	6,921.42	11,825.26	121,855.26	121,855.26	B01
188					
189	(7.77)	90.62	0.00	0.00	B01
190					
191	(3,645.85)	0.00	0.00	0.00	B01
192					
193	(299.92)	53,871.38	341,676.64	341,676.64	B01
194					
195	(103,266.62)	240,663.71	8,591.47	8,591.47	B01
196					
197	(18,106.93)	4,019.04	0.00	0.00	B01
198					
199	(6,418.61)	24,981.25	0.00	0.00	B01
200					

	G	H	I
151			
152	101100		B101
153			
154			
155	106000	304100	B3042
156			
157	106000	304200	B3042
158			
159	106000	304300	B3043
160			
161	106000	304500	B3045
162			
163	106000	311200	B3112
164			
165	106000	311500	B3112
166			
167	106000	311520	B3112
168			
169	106000	311530	B3112
170			
171	106000	320100	B3203
172			
173	106000	330003	B3304
174			
175	106000	330100	B3304
176			
177	106000	331001	B3314
178			
179	106000	331100	B3314
180			
181	106000	331210	B3314
182			
183	106000	331350	B3314
184			
185	106000	333000	B3334
186			
187	106000	334100	B3344
188			
189	106000	334110	B3344
190			
191	106000	334131	B3344
192			
193	106000	334200	B3344
194			
195	106000	335000	B3354
196			
197	106000	340100	B3405
198			
199	106000	340220	B3405
200			

	A
201	B3405 Office Furniture & Equip
202	341200 Trans Equip Hvy Duty Trks
203	B3415 Transportation Equip
204	341400 Trans Equip Other
205	B3415 Transportation Equip
206	343000 Tools,Shop,Garage Equip
207	B3435 Tools, Shop, Garage Equip
208	344000 Laboratory Equipment
209	B3445 Laboratory Equipment
210	346190 Remote Control & Instrumenta
211	B3465 Communication Equip
212	346200 Comm Equip Telephone
213	B3465 Communication Equip
214	347000 Misc Equipment
215	B3475 Miscellaneous Equip
216	B01 Utility Plant Original Cost
217	
218	B02 CWIP
219	105050 CWIP Accr-Infra
220	21 CWIP Accr-Infra
221	B105 CWIP
222	31 CWIP Accr-Plant
223	B105 CWIP
224	105110 CWIP History
225	1 CWIP History
226	B105 CWIP
227	31 CWIP History-Plant
228	B105 CWIP
229	105125 CWIP Permits & Fees
230	1 CWIP Permits & Fees
231	B105 CWIP
232	21 CWIP Permits-Infrastr
233	B105 CWIP
234	105150 CWIP M&S & Purchases
235	CWIP M&S & Purchases
236	B105 CWIP
237	1 CWIP M&S & Purchases
238	B105 CWIP
239	11 CWIP M & S-Bldgs
240	B105 CWIP
241	21 CWIP M & S-Infrastr
242	B105 CWIP
243	31 CWIP M & S-Plant
244	B105 CWIP
245	105175 CWIP Professional Services
246	1 CWIP Professional Services
247	B105 CWIP
248	21 CWIP Prof Svc-Infrastr
249	B105 CWIP
250	31 CWIP Prof Svc-Plant

	B	C	D	E	F
201	0.00	32,199.86	0.00	0.00	B01
202					
203	(192,801.22)	382,360.08	0.00	0.00	B01
204					
205	(83,694.88)	0.00	0.00	0.00	B01
206					
207	(1,418.54)	4,661.96	0.00	0.00	B01
208					
209	(4,788.03)	8,194.02	0.00	0.00	B01
210					
211	(25,872.16)	38,398.38	0.00	0.00	B01
212					
213	0.00	3,282.27	0.00	0.00	B01
214					
215	3,918.76	65,980.11	0.00	0.00	B01
216	935,561.11	201,792,057.09	1,262,291.78	192,248,713.28	
217					
218					
219					
220					
221	(218,360.93)	21,364.81	0.00	310,572.01	B02
222					
223	224,938.59	268,491.44	0.00	7,048.31	B02
224					
225					
226	0.00	873,391.07	0.00	(4,063.93)	B02
227					
228	0.00	4,063.93	0.00	4,063.93	B02
229					
230					
231	0.00	139,371.47	0.00	139,371.47	B02
232					
233	11,349.00	579,458.36	13,613.62	491,656.93	B02
234					
235					
236	0.00	(512.98)	0.00	0.00	B02
237					
238	0.00	11,775,885.53	0.00	12,653,340.53	B02
239					
240	0.00	48,681.22	0.00	48,681.22	B02
241					
242	120,063.95	9,851,999.04	77,600.65	7,276,416.04	B02
243					
244	8,016.80	5,832,225.06	131,700.35	4,882,760.65	B02
245					
246					
247	0.00	7,762.52	0.00	7,762.52	B02
248					
249	0.00	208,326.55	0.00	205,219.45	B02
250					

	G	H	I
201	106000	340230	B3405
202			
203	106000	341200	B3415
204			
205	106000	341400	B3415
206			
207	106000	343000	B3435
208			
209	106000	344000	B3445
210			
211	106000	346190	B3465
212			
213	106000	346200	B3465
214			
215	106000	347000	B3475
216			
217			
218			
219			
220			
221	105050	21	B105
222			
223	105050	31	B105
224			
225			
226	105110	1	B105
227			
228	105110	31	B105
229			
230			
231	105125	1	B105
232			
233	105125	21	B105
234			
235			
236	105150		B105
237			
238	105150	1	B105
239			
240	105150	11	B105
241			
242	105150	21	B105
243			
244	105150	31	B105
245			
246			
247	105175	1	B105
248			
249	105175	21	B105
250			

	A
251	B105 CWIP
252	105200 CWIP Co Labor
253	1 CWIP Co Labor
254	B105 CWIP
255	21 CWIP Co Labor-Infrastr
256	B105 CWIP
257	31 CWIP Co Labor-Plant
258	B105 CWIP
259	105250 CWIP Co Labor OH
260	1 CWIP Co Labor OH
261	B105 CWIP
262	21 CWIP Labor OH-Infrastr
263	B105 CWIP
264	31 CWIP Labor OH-Plant
265	B105 CWIP
266	105260 CWIP Overhead
267	1 CWIP Overhead
268	B105 CWIP
269	11 CWIP Overhead-Bldgs
270	B105 CWIP
271	21 CWIP Overhead-Infrastr
272	B105 CWIP
273	31 CWIP Overhead-Plant
274	B105 CWIP
275	105270 CWIP AWWSC Chg-Infrastr
276	21 CWIP AWWSC Chg-Infrastr
277	B105 CWIP
278	31 CWIP AWWSC Chg-Plant
279	B105 CWIP
280	105275 CWIP Contracted Services
281	1 CWIP Contracted Services
282	B105 CWIP
283	21 CWIP Contr Svc-Infrastr
284	B105 CWIP
285	31 CWIP Contr Svc-Plant
286	B105 CWIP
287	105280 CWIP Retainage
288	1 CWIP Retainage
289	B105 CWIP
290	21 CWIP Retainage-Infrastr
291	B105 CWIP
292	105300 CWIP Paving
293	1 CWIP Paving
294	B105 CWIP
295	21 CWIP Paving-Infrastr
296	B105 CWIP
297	105350 CWIP AFUDC Debt
298	1 CWIP AFUDC Debt
299	B105 CWIP
300	21 CWIP AFUDC Debt-Infrastr

	B	C	D	E	F
251	0.00	3,557.81	0.00	3,118.50	B02
252					
253					
254	0.00	2,132,747.00	0.00	2,132,747.00	B02
255					
256	54,057.47	3,158,850.18	49,838.34	2,529,385.47	B02
257					
258	50.52	689,733.13	1,013.24	679,472.74	B02
259					
260					
261	0.00	1,536,397.70	0.00	1,536,572.87	B02
262					
263	34,385.01	2,166,051.19	32,250.77	1,712,450.23	B02
264					
265	25.89	266,900.59	0.00	266,699.32	B02
266					
267					
268	0.00	565,577.28	0.00	565,577.28	B02
269					
270	0.00	7,590.50	0.00	7,590.50	B02
271					
272	58,405.12	5,173,648.27	59,096.43	4,170,395.14	B02
273					
274	3,336.81	985,710.93	62,131.79	708,289.59	B02
275					
276					
277	0.00	362,970.21	0.00	358,299.84	B02
278					
279	7,283.86	99,992.37	0.00	65,192.34	B02
280					
281					
282	0.00	8,050,346.99	0.00	8,050,346.99	B02
283					
284	415,127.87	27,180,907.98	80,344.74	22,679,805.57	B02
285					
286	27,099.38	4,818,587.17	94,750.88	3,640,592.70	B02
287					
288					
289	0.00	24,826.46	0.00	24,826.46	B02
290					
291	0.00	75,944.12	0.00	75,944.12	B02
292					
293					
294	0.00	81,374.39	0.00	81,374.39	B02
295					
296	11,679.02	893,742.75	4,894.14	707,796.79	B02
297					
298					
299	0.00	323,399.93	0.00	323,399.93	B02
300					

	G	H	I
251	105175	31	B105
252			
253			
254	105200	1	B105
255			
256	105200	21	B105
257			
258	105200	31	B105
259			
260			
261	105250	1	B105
262			
263	105250	21	B105
264			
265	105250	31	B105
266			
267			
268	105260	1	B105
269			
270	105260	11	B105
271			
272	105260	21	B105
273			
274	105260	31	B105
275			
276			
277	105270	21	B105
278			
279	105270	31	B105
280			
281			
282	105275	1	B105
283			
284	105275	21	B105
285			
286	105275	31	B105
287			
288			
289	105280	1	B105
290			
291	105280	21	B105
292			
293			
294	105300	1	B105
295			
296	105300	21	B105
297			
298			
299	105350	1	B105
300			

	A
301	B105 CWIP
302	31 CWIP AFUDC Debt-Plant
303	B105 CWIP
304	105375 CWIP AFUDC Equity
305	1 CWIP AFUDC Equity
306	B105 CWIP
307	21 CWIP AFUDC Eqty-Infrastr
308	B105 CWIP
309	31 CWIP AFUDC Eqty-Plant
310	B105 CWIP
311	105390 CWIP Trans Prior Yr Chgs
312	1 CWIP Trans Prior Yr Chgs
313	B105 CWIP
314	21 CWIP Tran PY Chg-Infrastr
315	B105 CWIP
316	31 CWIP Tran PY Chg-Plant
317	B105 CWIP
318	105900 CWIP Transfer to UPIS
319	CWIP Transfer to UPIS
320	B105 CWIP
321	1 CWIP Transfer to UPIS
322	B105 CWIP
323	21 CWIP Tran UPIS-Infrastr
324	B105 CWIP
325	31 CWIP Tran UPIS-Plant
326	B105 CWIP
327	B02 CWIP
328	
329	B03 Accumulated Depreciation
330	108105 AD UPIS-Acc Depr-Not Classifd
331	AD UPIS-Acc Depr-Not Classif
332	B1081 Accu Depr-UP in Serv
333	01 AD UPIS-AccDepr-Oper Bldgs
334	B1081 Accu Depr-UP in Serv
335	02 AD UPIS-AccDepr-Admin Bldgs
336	B1081 Accu Depr-UP in Serv
337	04 AD UPIS-AccDepr-Fin Leases
338	B1081 Accu Depr-UP in Serv
339	05 AD UPIS-AccDepr-Infrastructu
340	B1081 Accu Depr-UP in Serv
341	06 AD UPIS-AccDepr-Op Water Pro
342	B1081 Accu Depr-UP in Serv
343	07 AD UPIS-AccDepr-Oth Op Equip
344	B1081 Accu Depr-UP in Serv
345	08 AD UPIS-AccDepr-Office Equip
346	B1081 Accu Depr-UP in Serv
347	108110 AD UPIS-Removal Cost
348	AD UPIS-Removal Cost
349	B1081 Accu Depr-UP in Serv
350	108115 AD UPIS-Salvage

	B	C	D	E	F
301	169.49	205,605.82	2,388.15	195,103.66	B02
302					
303	2,391.35	292,248.40	644.34	281,154.80	B02
304					
305					
306	0.00	329,891.24	0.00	329,891.24	B02
307					
308	183.41	242,171.71	3,088.70	230,261.52	B02
309					
310	2,587.45	303,447.35	833.36	291,304.17	B02
311					
312					
313	0.00	58,009.12	0.00	58,009.12	B02
314					
315	0.00	(348,002.73)	0.00	(348,002.73)	B02
316					
317	0.00	42,429.68	0.00	42,429.68	B02
318					
319					
320	0.00	(553.86)	0.00	0.00	B02
321					
322	0.00	(25,780,055.89)	0.00	(25,780,055.89)	B02
323					
324	(918,446.98)	(50,520,628.86)	(1,189,474.65)	(41,138,101.52)	B02
325					
326	(17,114.13)	(11,408,157.75)	(72,817.13)	(9,574,286.83)	B02
327	(172,771.05)	1,625,769.20	(648,102.28)	930,414.12	
328					
329					
330					
331					
332	0.00	(42,266,608.78)	0.00	(42,263,077.51)	B03
333					
334	(32,257.60)	(2,051,814.83)	(32,389.02)	(1,665,900.61)	B03
335					
336	(4,133.66)	(230,280.83)	(4,243.49)	(184,017.94)	B03
337					
338	(513.07)	(2,791.89)	0.00	0.00	B03
339					
340	(159,994.67)	(9,899,454.41)	(154,656.15)	(7,956,366.79)	B03
341					
342	(81,494.08)	(4,684,098.80)	(79,190.27)	(3,725,323.63)	B03
343					
344	(42,293.07)	(2,367,350.07)	(42,585.15)	(1,845,393.75)	B03
345					
346	(78,679.07)	(4,058,574.03)	(82,462.59)	(3,174,819.20)	B03
347					
348					
349	0.00	670,400.56	0.00	670,400.56	B03
350					

	G	H	I
301	105350	21	B105
302			
303	105350	31	B105
304			
305			
306	105375	1	B105
307			
308	105375	21	B105
309			
310	105375	31	B105
311			
312			
313	105390	1	B105
314			
315	105390	21	B105
316			
317	105390	31	B105
318			
319			
320	105900		B105
321			
322	105900	1	B105
323			
324	105900	21	B105
325			
326	105900	31	B105
327			
328			
329			
330			
331			
332	108105		B1081
333			
334	108105	1	B1081
335			
336	108105	2	B1081
337			
338	108105	4	B1081
339			
340	108105	5	B1081
341			
342	108105	6	B1081
343			
344	108105	7	B1081
345			
346	108105	8	B1081
347			
348			
349	108110		B1081
350			

	A
351	AD UPIS-Salvage
352	B1081 Accu Depr-UP in Serv
353	108120 AD UPIS-Scrap Meters
354	AD UPIS-Scrap Meters
355	B1081 Accu Depr-UP in Serv
356	108125 AD UPIS-Salv Ins Rec
357	AD UPIS-Salv Ins Rec
358	B1081 Accu Depr-UP in Serv
359	108130 AD UPIS-Salv Rtrn Stk
360	AD UPIS-Salv Rtrn Stk
361	B1081 Accu Depr-UP in Serv
362	108135 AD UPIS-Salv Trade-In
363	AD UPIS-Salv Trade-In
364	B1081 Accu Depr-UP in Serv
365	108140 AD UPIS-Salv Sale
366	AD UPIS-Salv Sale
367	B1081 Accu Depr-UP in Serv
368	108145 AD UPIS-Orig Cost-Not Classifd
369	AD UPIS-Orig Cost-Not Classi
370	B1081 Accu Depr-UP in Serv
371	108190 Acc Depr Reg Asset
372	Acc Depr Reg Asset
373	B1081 Accu Depr-UP in Serv
374	110110 Acc Amort UP Cap Lease
375	Acc Amort UP Cap Lease
376	B1101 Accu Amort-UP in Serv
377	B03 Accumulated Depreciation
378	
379	B04 UPAA
380	114300 UPAA Post 1/1/06
381	UPAA Post 1/1/06
382	B114 UPAA
383	B04 UPAA
384	
385	B08 Other Investments
386	123140 Goodwill
387	Goodwill
388	B123 Investment in Assoc Co
389	B08 Other Investments
390	
391	B10 Cash & Cash Equivalents
392	131326 First Union Bank
393	001 First Union Bank
394	B1312 Cash in Bank
395	002 SunTrust
396	B1312 Cash in Bank
397	003 BB&T
398	B1312 Cash in Bank
399	004 Deutsche Bank
400	B1312 Cash in Bank

	B	C	D	E	F
351					
352	0.00	(37,006.15)	0.00	(3,932.37)	B03
353					
354					
355	0.00	(48,539.51)	0.00	(43,218.52)	B03
356					
357					
358	0.00	(33,331.94)	0.00	(33,331.94)	B03
359					
360					
361	0.00	(20,799.10)	0.00	(20,799.10)	B03
362					
363					
364	0.00	(27,975.00)	0.00	(27,975.00)	B03
365					
366					
367	0.00	(9,860.00)	0.00	(9,860.00)	B03
368					
369					
370	0.00	8,022,537.55	0.00	6,348,929.24	B03
371					
372					
373	(98.00)	(18,174.18)	(98.00)	(16,998.18)	B03
374					
375					
376	(8,836.11)	(1,051,497.09)	(8,836.11)	(945,463.77)	B03
377	(408,299.33)	(58,115,218.50)	(404,460.78)	(54,897,148.51)	
378					
379					
380					
381					
382	0.00	74,850.17	0.00	0.00	B04
383	0.00	74,850.17	0.00	0.00	
384					
385					
386					
387					
388	0.00	0.00	0.00	74,850.17	B08
389	0.00	0.00	0.00	74,850.17	
390					
391					
392					
393					
394	0.00	0.00	0.00	0.00	B10
395					
396	0.00	3,579.70	0.00	8,715.11	B10
397					
398	0.00	0.00	0.00	0.00	B10
399					
400	5,538.32	(3,503.79)	88,716.35	160,246.61	B10

	G	H	I
351			
352	108115		B1081
353			
354			
355	108120		B1081
356			
357			
358	108125		B1081
359			
360			
361	108130		B1081
362			
363			
364	108135		B1081
365			
366			
367	108140		B1081
368			
369			
370	108145		B1081
371			
372			
373	108190		B1081
374			
375			
376	110110		B1101
377			
378			
379			
380			
381			
382	114300		B114
383			
384			
385			
386			
387			
388	123140		B123
389			
390			
391			
392			
393			
394	131326	1	B1312
395			
396	131326	2	B1312
397			
398	131326	3	B1312
399			
400	131326	4	B1312

	A
401	005 Cash-Mellon Lockbox
402	B1312 Cash in Bank
403	131998 Cash Clear-NSF Checks
404	001 Cash Clear-NSF Checks
405	B1312 Cash in Bank
406	003 Cash Clear-Misc DR/CR
407	B1312 Cash in Bank
408	004 Cash Clear-MI's
409	B1312 Cash in Bank
410	005 Cash Clear-ORCOM
411	B1312 Cash in Bank
412	006 Cash Clear-Interco
413	B1312 Cash in Bank
414	008 Cash Clear-General
415	B1312 Cash in Bank
416	134100 Petty Cash
417	Petty Cash
418	B134 Working Funds
419	B10 Cash & Cash Equivalents
420	
421	B12 Customer Accounts Receivable
422	141000 Customer A/R
423	Customer A/R
424	B141 Customer Accts Receivable
425	141999 Customer A/R Clearing
426	Customer A/R Clearing
427	B141 Customer Accts Receivable
428	B12 Customer Accounts Receivable
429	
430	B13 Allowance for Uncollectible A/
431	143000 Accum prov-uncoll accts
432	Accum prov-uncoll accts
433	B143 Accu Prov for Uncollectib
434	B13 Allowance for Uncollectible A/
435	
436	B14 Accrued Utility Revenue
437	144000 Accrued Utility Revenue
438	Accrued Utility Revenue
439	B173 Accrued Utility Revenues
440	B14 Accrued Utility Revenue
441	
442	B15 FIT Refund Due From Assoc Co
443	145000 FIT Refund Receivable
444	FIT Refund Receivable
445	B142 Other Accounts Receivable
446	145100 SIT Refund Receivable
447	SIT Refund Receivable
448	B142 Other Accounts Receivable
449	B15 FIT Refund Due From Assoc Co
450	

	B	C	D	E	F
401					
402	(4,629.44)	260,651.53	0.00	0.00	B10
403					
404					
405	(766.14)	316.03	(288.57)	0.00	B10
406					
407	(22.57)	(22.57)	0.00	(57.45)	B10
408					
409	228.97	23.62	0.00	0.00	B10
410					
411	358.28	0.00	72.84	72.84	B10
412					
413	(11,767.89)	282.08	(375.33)	(444.10)	B10
414					
415	0.00	0.00	104,554.59	346,901.51	B10
416					
417					
418	0.00	200.00	8.00	208.00	B10
419	(11,060.47)	261,526.60	192,687.88	515,642.52	
420					
421					
422					
423					
424	471,640.61	2,701,235.86	15,134.97	2,434,575.70	B12
425					
426					
427	0.00	(83.33)	1,259.55	(115.52)	B12
428	471,640.61	2,701,152.53	16,394.52	2,434,460.18	
429					
430					
431					
432					
433	6,079.47	(220,333.14)	71,706.63	(269,552.65)	B13
434	6,079.47	(220,333.14)	71,706.63	(269,552.65)	
435					
436					
437					
438					
439	(260,659.62)	1,525,888.94	293,964.62	1,723,966.71	B14
440	(260,659.62)	1,525,888.94	293,964.62	1,723,966.71	
441					
442					
443					
444					
445	0.00	0.00	(89,459.70)	0.00	B15
446					
447					
448	(1,693.00)	0.00	(16,049.25)	178,015.99	B15
449	(1,693.00)	0.00	(105,508.95)	178,015.99	
450					

	G	H	I
401			
402	131326	5	B1312
403			
404			
405	131998	1	B1312
406			
407	131998	3	B1312
408			
409	131998	4	B1312
410			
411	131998	5	B1312
412			
413	131998	6	B1312
414			
415	131998	8	B1312
416			
417			
418	134100		B134
419			
420			
421			
422			
423			
424	141000		B141
425			
426			
427	141999		B141
428			
429			
430			
431			
432			
433	143000		B143
434			
435			
436			
437			
438			
439	144000		B173
440			
441			
442			
443			
444			
445	145000		B142
446			
447			
448	145100		B142
449			
450			

	A
451	B16 Miscellaneous Receivables
452	146100 Misc A/R-System
453	Misc A/R-System
454	B142 Other Accounts Receivable
455	001 Misc A/R-Manual
456	B142 Other Accounts Receivable
457	146115 Misc A/R-Medicare Subsidy
458	Misc A/R-Medicare Subsidy
459	B142 Other Accounts Receivable
460	146120 Misc A/R-Collections by Others
461	Misc A/R-Collections by Othe
462	B142 Other Accounts Receivable
463	146370 Accum prov-uncoll misc a/r
464	Accum prov-uncoll misc a/r
465	B142 Other Accounts Receivable
466	146500 A/R Assoc Cos
467	AW46 A/R Assoc Cos-AW46
468	B145 A/R from Assoc Co
469	SLPP A/R Assoc Cos-SLPP
470	B145 A/R from Assoc Co
471	B16 Miscellaneous Receivables
472	
473	B17 Materials & Supplies
474	151100 Plant Material
475	Plant Material
476	B151 Plant Material & Supplies
477	151300 Chemicals
478	Chemicals
479	B151 Plant Material & Supplies
480	153000 Other Mat & Supplies
481	Other Mat & Supplies
482	B153 Other Material & Supplies
483	B17 Materials & Supplies
484	
485	B19 Prepayments
486	165100 Prepaid Taxes
487	Prepaid Taxes
488	B162 Prepayments
489	165200 Prepaid Insurance
490	Prepaid Insurance
491	B162 Prepayments
492	165300 Prepaid PUC/PSC Assessments
493	Prepaid PUC/PSC Assessments
494	B162 Prepayments
495	165500 Prepaid Other
496	Prepaid Other
497	B162 Prepayments
498	174100 Deferred Vacation Pay
499	Deferred Vacation Pay
500	B174 Misc Current & Accr Asset

	B	C	D	E	F
451					
452					
453					
454	11,573.96	27,215.27	5,643.36	25,618.60	B16
455					
456	3,883.23	3,883.23	0.00	0.00	B16
457					
458					
459	(35,915.48)	26,064.00	0.00	24,173.35	B16
460					
461					
462	0.00	0.00	0.00	0.00	B16
463					
464					
465	(5,936.62)	(5,936.62)	0.00	(1,292.05)	B16
466					
467					
468	(3,958.89)	0.00	0.00	0.00	B16
469					
470	(5,612.50)	1,532.23	55.08	8,806.04	B16
471	(35,966.30)	52,758.11	5,698.44	57,305.94	
472					
473					
474					
475					
476	17,566.64	274,334.77	45,773.80	270,637.43	B17
477					
478					
479	4,890.01	79,684.81	337.57	71,313.06	B17
480					
481					
482	0.00	0.00	3,972.53	0.00	B17
483	22,456.65	354,019.58	50,083.90	341,950.49	
484					
485					
486					
487					
488	(48,185.08)	96,370.21	(33,775.67)	67,551.34	B19
489					
490					
491	77,246.26	154,878.82	(48,702.19)	161,768.91	B19
492					
493					
494	(8,031.69)	51,233.81	(5,427.75)	44,330.49	B19
495					
496					
497	(6,883.40)	45,858.67	(6,800.97)	139,508.74	B19
498					
499					
500	109,059.18	174,657.23	0.00	133,286.59	B19

	G	H	I
451			
452			
453			
454	146100		B142
455			
456	146100	1	B142
457			
458			
459	146115		B142
460			
461			
462	146120		B142
463			
464			
465	146370		B142
466			
467			
468	146500	AW46	B145
469			
470	146500	SLPP	B145
471			
472			
473			
474			
475			
476	151100		B151
477			
478			
479	151300		B151
480			
481			
482	153000		B153
483			
484			
485			
486			
487			
488	165100		B162
489			
490			
491	165200		B162
492			
493			
494	165300		B162
495			
496			
497	165500		B162
498			
499			
500	174100		B174

	A
501	174200 Curr State Def Tax
502	Curr State Def Tax
503	B174 Misc Current & Accr Asset
504	174300 Curr Fed Def Tax
505	Curr Fed Def Tax
506	B174 Misc Current & Accr Asset
507	B19 Prepayments
508	
509	B23 Debt & Preferred Stock Exp
510	181110 Unamort Debt Exp-Out
511	Unamort Debt Exp-Out
512	B181 Unamort Debt Expense
513	181120 Unamort Debt Exp-In
514	AW46 Unamort Debt AW46
515	B181 Unamort Debt Expense
516	181121 Unamort Debt AW46 NoIAS
517	AW46 Unamort Debt AW46 NoIAS
518	B181 Unamort Debt Expense
519	B23 Debt & Preferred Stock Exp
520	
521	B24 Deferred Rate Proceedings
522	182000 Deferred Rate Proceedings
523	Deferred Rate Proceedings
524	B1861 Deferred Rate Case
525	B24 Deferred Rate Proceedings
526	
527	B25 Preliminary Survey & Invest
528	183000 Prelim Survey & Invest
529	Prelim Survey & Invest
530	B183 Prelim Survey & Invest
531	B25 Preliminary Survey & Invest
532	
533	B26 Deferred Regulatory Asset
534	186030 Reg Asset-AFUDC-Eq-CWIP
535	Reg Asset-AFUDC-Eq-CWIP
536	B1862 Other Deferred Debits
537	186035 Reg Asset-AFUDC-Equity
538	Reg Asset-AFUDC-Equity
539	B1862 Other Deferred Debits
540	186040 Reg Asset-Plt Flow-Diff
541	Reg Asset-Plt Flow-Diff
542	B1862 Other Deferred Debits
543	186045 Reg Asset-Other
544	Reg Asset-Other
545	B1862 Other Deferred Debits
546	186051 Reg Asset-St Tax Chg
547	Reg Asset-St Tax Chg
548	B1862 Other Deferred Debits
549	186055 Reg Asset-Accum Amort
550	Reg Asset-Accum Amort

	B	C	D	E	F
501					
502					
503	0.00	12,599.00	0.00	12,599.00	B19
504					
505					
506	0.00	63,429.00	0.00	63,429.00	B19
507	123,205.27	599,026.74	(94,706.58)	622,474.07	
508					
509					
510					
511					
512	(926.71)	59,670.97	(936.53)	71,279.57	B23
513					
514					
515	(417.08)	14,597.80	(111,490.10)	19,601.96	B23
516					
517					
518	(1,030.21)	97,192.16	110,036.81	110,036.81	B23
519	(2,374.00)	171,460.93	(2,389.82)	200,918.34	
520					
521					
522					
523					
524	62,902.89	808,532.19	(89,822.41)	402,239.50	B24
525	62,902.89	808,532.19	(89,822.41)	402,239.50	
526					
527					
528					
529					
530	0.00	0.00	0.00	0.00	B25
531	0.00	0.00	0.00	0.00	
532					
533					
534					
535					
536	1,755.63	9,487.40	2,485.03	92,575.13	B26
537					
538					
539	0.00	1,007,866.19	0.00	909,540.41	B26
540					
541					
542	(43,588.00)	4,825,417.48	(41,518.00)	5,331,913.48	B26
543					
544					
545	(7,569.00)	1,416,632.07	(7,569.00)	1,507,460.07	B26
546					
547					
548	3,686.00	2,682,987.00	3,686.00	2,638,755.00	B26
549					
550					

	G	H	I
501			
502			
503	174200		B174
504			
505			
506	174300		B174
507			
508			
509			
510			
511			
512	181110		B181
513			
514			
515	181120	AW46	B181
516			
517			
518	181121	AW46	B181
519			
520			
521			
522			
523			
524	182000		B1861
525			
526			
527			
528			
529			
530	183000		B183
531			
532			
533			
534			
535			
536	186030		B1862
537			
538			
539	186035		B1862
540			
541			
542	186040		B1862
543			
544			
545	186045		B1862
546			
547			
548	186051		B1862
549			
550			

	A
551	B1862 Other Deferred Debits
552	B26 Deferred Regulatory Asset
553	
554	B27 Other Deferred Debits
555	183280 DEF-Customer Service Project
556	DEF-Customer Service Project
557	B183 Prelim Survey & Invest
558	183281 DEF-Financial Services Project
559	DEF-Financial Services Proje
560	B183 Prelim Survey & Invest
561	184100 Eng Clearing Dist OH
562	Eng Clearing Dist OH
563	B184 Clearing Accounts
564	184101 Eng Clearing Eng OH
565	Eng Clearing Eng OH
566	B184 Clearing Accounts
567	184102 Mngmt Studu - AMR
568	Mngmt Studu - AMR
569	B184 Clearing Accounts
570	184103 Mngmt Study - Pipe Assmnt
571	Mngmt Study - Pipe Assmnt
572	B184 Clearing Accounts
573	185110 RWIP History
574	RWIP History
575	B1862 Other Deferred Debits
576	185125 RWIP Permits, Fees & Premiums
577	RWIP Permits, Fees & Premium
578	B1862 Other Deferred Debits
579	21 RWIP Permits, Fees & Premium
580	B1862 Other Deferred Debits
581	185150 RWIP M & S and Purchases
582	RWIP M & S and Purchases
583	B1862 Other Deferred Debits
584	21 RWIP M & S and Purchases
585	B1862 Other Deferred Debits
586	185200 RWIP Co Labor
587	RWIP Co Labor
588	B1862 Other Deferred Debits
589	21 RWIP Co Labor
590	B1862 Other Deferred Debits
591	185250 RWIP Co Labor OH
592	RWIP Co Labor OH
593	B1862 Other Deferred Debits
594	21 RWIP Co Labor OH
595	B1862 Other Deferred Debits
596	185275 RWIP Contracted Services
597	RWIP Contracted Services
598	B1862 Other Deferred Debits
599	21 RWIP Contracted Services
600	B1862 Other Deferred Debits

	B	C	D	E	F
551	(1,779.33)	(187,213.42)	(1,214.00)	(163,039.25)	B26
552	(47,494.70)	9,755,176.72	(44,129.97)	10,317,204.84	
553					
554					
555					
556					
557	(8,175.97)	515,086.11	(8,175.97)	613,197.75	B27
558					
559					
560	(3,063.36)	192,991.68	(3,063.36)	229,752.00	B27
561					
562					
563	44,282.35	105,143.09	(27,603.58)	(20,521.10)	B27
564					
565					
566	6,256.24	8,885.78	18,103.95	10,229.28	B27
567					
568					
569	316.33	252.96	1,676.79	518.14	B27
570					
571					
572	28.86	169.78	112.42	281.10	B27
573					
574					
575	0.00	0.00	0.00	0.00	B27
576					
577					
578	0.00	5,398.00	0.00	5,398.00	B27
579					
580	0.00	2,915.00	0.00	0.00	B27
581					
582					
583	0.00	14,724.58	496.40	15,686.58	B27
584					
585	357.04	2,752.30	0.00	0.00	B27
586					
587					
588	0.00	283,698.88	7,601.99	280,096.64	B27
589					
590	10,911.48	124,011.59	0.00	0.00	B27
591					
592					
593	0.00	171,382.49	4,480.36	169,268.04	B27
594					
595	6,150.73	77,808.82	0.00	0.00	B27
596					
597					
598	0.00	704,755.87	0.00	660,887.02	B27
599					
600	0.00	15,983.50	0.00	0.00	B27

	G	H	I
551	186055		B1862
552			
553			
554			
555			
556			
557	183280		B183
558			
559			
560	183281		B183
561			
562			
563	184100		B184
564			
565			
566	184101		B184
567			
568			
569	184102		B184
570			
571			
572	184103		B184
573			
574			
575	185110		B1862
576			
577			
578	185125		B1862
579			
580	185125	21	B1862
581			
582			
583	185150		B1862
584			
585	185150	21	B1862
586			
587			
588	185200		B1862
589			
590	185200	21	B1862
591			
592			
593	185250		B1862
594			
595	185250	21	B1862
596			
597			
598	185275		B1862
599			
600	185275	21	B1862

	A
601	31 RWIP Contracted Services
602	B1862 Other Deferred Debits
603	185300 RWIP Paving
604	RWIP Paving
605	B1862 Other Deferred Debits
606	21 RWIP Paving
607	B1862 Other Deferred Debits
608	185315 RWIP Salvage
609	RWIP Salvage
610	B1862 Other Deferred Debits
611	185320 RWIP Scrap Meters
612	21 RWIP Scrap Meters
613	B1862 Other Deferred Debits
614	185340 RWIP Sale
615	RWIP Sale
616	B1862 Other Deferred Debits
617	185999 RWIP Clear Removal & Salvage
618	RWIP Clear Removal & Salvage
619	B1862 Other Deferred Debits
620	21 RWIP Clear Removal & Salvage
621	B1862 Other Deferred Debits
622	186405 DDA-RIA Software Licen
623	DDA-RIA Software Licen
624	B1862 Other Deferred Debits
625	186408 DDA-Def Service Co Pension
626	DDA-Def Service Co Pension
627	B1862 Other Deferred Debits
628	186422 DDA-Pension Payment
629	DDA-Pension Payment
630	B1862 Other Deferred Debits
631	186426 DDA-FAS 112 Costs
632	DDA-FAS 112 Costs
633	B1862 Other Deferred Debits
634	186431 DDA-Depreciation Study
635	DDA-Depreciation Study
636	B1862 Other Deferred Debits
637	186432 DDA-Cost of Service Study
638	DDA-Cost of Service Study
639	B1862 Other Deferred Debits
640	186453 DDA-Management Study
641	DDA-Management Study
642	B1862 Other Deferred Debits
643	186492 DDA-Add'l Security Costs
644	DDA-Add'l Security Costs
645	B1862 Other Deferred Debits
646	186703 DDN-Prelim Financing E
647	DDN-Prelim Financing E
648	B1862 Other Deferred Debits
649	186704 DDN-Undistributed Items
650	DDN-Undistributed Items

	B	C	D	E	F
601					
602	0.00	114,270.79	0.00	0.00	B27
603					
604					
605	0.00	37,411.17	607.50	32,191.17	B27
606					
607	0.00	1,503.76	0.00	0.00	B27
608					
609					
610	0.00	(125.40)	0.00	0.00	B27
611					
612					
613	0.00	(32,948.38)	0.00	0.00	B27
614					
615					
616	0.00	(4,000.00)	0.00	(4,000.00)	B27
617					
618					
619	0.00	(1,133,524.11)	0.00	(1,132,051.55)	B27
620					
621	(22,760.30)	(91,889.57)	0.00	0.00	B27
622					
623					
624	0.00	0.00	(558.34)	2,233.39	B27
625					
626					
627	(12,351.33)	545,793.55	0.00	619,935.87	B27
628					
629					
630	(65,236.17)	1,878,068.84	(17,709.00)	2,280,685.52	B27
631					
632					
633	0.00	24,894.00	0.00	24,894.00	B27
634					
635					
636	891.59	65,854.90	0.00	0.00	B27
637					
638					
639	(920.41)	27,699.79	(514.30)	11,869.50	B27
640					
641					
642	18,338.00	315,338.00	0.00	0.00	B27
643					
644					
645	0.00	0.00	0.00	0.00	B27
646					
647					
648	0.00	0.00	0.00	0.00	B27
649					
650					

	G	H	I
601			
602	185275	31	B1862
603			
604			
605	185300		B1862
606			
607	185300	21	B1862
608			
609			
610	185315		B1862
611			
612			
613	185320	21	B1862
614			
615			
616	185340		B1862
617			
618			
619	185999		B1862
620			
621	185999	21	B1862
622			
623			
624	186405		B1862
625			
626			
627	186408		B1862
628			
629			
630	186422		B1862
631			
632			
633	186426		B1862
634			
635			
636	186431		B1862
637			
638			
639	186432		B1862
640			
641			
642	186453		B1862
643			
644			
645	186492		B1862
646			
647			
648	186703		B1862
649			
650			

	A
651	B1862 Other Deferred Debits
652	186705 DDN-IC Rec/Pay Clearing
653	DDN-IC Rec/Pay Clearing
654	B1862 Other Deferred Debits
655	186707 DDN-Ins Oth Than Grp Reg
656	DDN-Ins Oth Than Grp Reg
657	B1862 Other Deferred Debits
658	186711 DDN-Acquisition Costs
659	DDN-Acquisition Costs
660	B1862 Other Deferred Debits
661	186898 DDN-Oth LT Assets
662	DDN-Oth LT Assets
663	B1862 Other Deferred Debits
664	B27 Other Deferred Debits
665	
666	B33 Common Stock
667	201200 Com Stk Subs Interco
668	AW02 Com Stk Subs AW02
669	B201 Common Stk Issued
670	B33 Common Stock
671	
672	B34 Paid In Capital
673	205120 Prem C/S Sub Interco
674	AW02 Prem C/S Sub AW02
675	B207 Premium on Capital Stk
676	205150 Prem P/S Sub Interco
677	AW02 Prem P/S Sub AW02
678	A207 Premium on Capital Stk
679	205300 Gain on Resale/Cancel
680	Gain on Resale/Cancel
681	B210 Gain Resle/Cncl Reaqc Cap
682	AW02 Gain on Res/Can AW02
683	B210 Gain Resle/Cncl Reaqc Cap
684	205440 Misc PIC
685	AW02 Misc PIC AW02
686	B211 Other Paid In Capital
687	B34 Paid In Capital
688	
689	B35 Retained Earnings
690	210210 R/E at Acquisition
691	AW02 R/E at Acq AW02
692	B215 Unappropriated R/E
693	210240 R/E Since Acquisition
694	R/E Since Acquisition
695	B215 Unappropriated R/E
696	B35 Retained Earnings
697	
698	B39 Preferred Stock
699	215410 Pref Stk Sub Outside
700	Pref Stk Sub Outside

	B	C	D	E	F
651	0.00	0.00	0.00	0.00	B27
652					
653					
654	0.00	0.00	27,858.69	(4,919.04)	B27
655					
656					
657	0.00	0.00	(2,461.06)	(1,230.53)	B27
658					
659					
660	0.00	0.00	0.00	0.00	B27
661					
662					
663	0.00	0.00	0.00	0.00	B27
664	(24,974.92)	3,974,307.77	852.49	3,794,401.78	
665					
666					
667					
668					
669	0.00	(13,754,235.04)	0.00	(13,754,235.04)	B33
670	0.00	(13,754,235.04)	0.00	(13,754,235.04)	
671					
672					
673					
674					
675	0.00	(4,770,766.00)	0.00	(4,770,766.00)	B34
676					
677					
678	0.00	(7,692.00)	0.00	(7,692.00)	B34
679					
680					
681	0.00	0.00	0.00	0.00	B34
682					
683	0.00	(1,590.00)	0.00	(1,590.00)	B34
684					
685					
686	0.00	(11,008,870.47)	0.00	(3,508,870.47)	B34
687	0.00	(15,788,918.47)	0.00	(8,288,918.47)	
688					
689					
690					
691					
692	0.00	506,375.76	0.00	506,375.76	B35
693					
694					
695	0.00	(21,167,139.85)	0.00	(19,928,227.96)	B35
696	0.00	(20,660,764.09)	0.00	(19,421,852.20)	
697					
698					
699					
700					

	G	H	I
651	186704		B1862
652			
653			
654	186705		B1862
655			
656			
657	186707		B1862
658			
659			
660	186711		B1862
661			
662			
663	186898		B1862
664			
665			
666			
667			
668			
669	201200	AW02	B201
670			
671			
672			
673			
674			
675	205120	AW02	B207
676			
677			
678	205150	AW02	A207
679			
680			
681	205300		B210
682			
683	205300	AW02	B210
684			
685			
686	205440	AW02	B211
687			
688			
689			
690			
691			
692	210210	AW02	B215
693			
694			
695	210240		B215
696			
697			
698			
699			
700			

	A
701	B205 Preferred Stk Subscribed
702	B39 Preferred Stock
703	
704	B40 Long Term Debt
705	221110 Bonds-Outside
706	Bonds-Outside
707	B221 Bonds
708	221120 Bonds-Inside
709	AW46 Bonds-Inside AW46
710	B221 Bonds
711	224100 Cap Lease Oblig-Out
712	Cap Lease Oblig-Out
713	B224 Other LTD
714	B40 Long Term Debt
715	
716	B43 Bank Debt
717	231200 Notes Pay-Assoc Cos
718	Notes Pay-Assoc Cos
719	B234 N/P Assoc Co
720	AW46 Notes Pay AW46
721	B234 N/P Assoc Co
722	B43 Bank Debt
723	
724	B44 Current Portion LTD
725	232100 Curr Portion LTD-Out
726	Curr Portion LTD-Out
727	B221 Bonds
728	232200 Curr Portion LTD-In
729	AW46 Curr Portion LTD-AW46
730	B221 Bonds
731	232300 Curr Cap Lease Oblig-Out
732	Curr Cap Lease Oblig-Out
733	B224 Other LTD
734	B44 Current Portion LTD
735	
736	B45 Accounts Payable
737	234100 Accts Pay-Gen System
738	Accts Pay-Gen System
739	B231 Accounts Payable
740	234110 Accts Pay-Pcard
741	Accts Pay-Pcard
742	B231 Accounts Payable
743	234200 Accts Pay-Contract Retention
744	Accts Pay-Contract Retention
745	B231 Accounts Payable
746	234300 Accts Pay-Misc
747	Accts Pay-Misc
748	B231 Accounts Payable
749	002 Accts Pay-Misc W/O's
750	B231 Accounts Payable

	B	C	D	E	F
701	0.00	(1,381,600.00)	0.00	(1,381,600.00)	B39
702	0.00	(1,381,600.00)	0.00	(1,381,600.00)	
703					
704					
705					
706					
707	0.00	(8,200,000.00)	0.00	(14,700,000.00)	B40
708					
709					
710	0.00	(36,040,000.00)	0.00	(37,060,000.00)	B40
711					
712					
713	12,479.88	(775,985.25)	10,635.00	(918,975.05)	B40
714	12,479.88	(45,015,985.25)	10,635.00	(52,678,975.05)	
715					
716					
717					
718					
719	0.00	0.00	402,424.44	(9,303,296.31)	B43
720					
721	226,549.01	(7,502,105.96)	0.00	0.00	B43
722	226,549.01	(7,502,105.96)	402,424.44	(9,303,296.31)	
723					
724					
725					
726					
727	0.00	(6,500,000.00)	0.00	0.00	B44
728					
729					
730	0.00	(1,020,000.00)	0.00	(1,020,000.00)	B44
731					
732					
733	(1,760.78)	(142,822.26)	(882.63)	(123,053.69)	B44
734	(1,760.78)	(7,662,822.26)	(882.63)	(1,143,053.69)	
735					
736					
737					
738					
739	2,234.72	(303,842.56)	(157,053.83)	(428,050.71)	B45
740					
741					
742	(6,308.99)	(1,170.49)	5,030.69	6,292.72	B45
743					
744					
745	0.00	0.00	0.00	0.00	B45
746					
747					
748	146,119.70	(100,281.40)	(5,052.23)	(107,096.96)	B45
749					
750	0.00	0.00	0.00	38,785.00	B45

	G	H	I
701	215410		B205
702			
703			
704			
705			
706			
707	221110		B221
708			
709			
710	221120	AW46	B221
711			
712			
713	224100		B224
714			
715			
716			
717			
718			
719	231200		B234
720			
721	231200	AW46	B234
722			
723			
724			
725			
726			
727	232100		B221
728			
729			
730	232200	AW46	B221
731			
732			
733	232300		B224
734			
735			
736			
737			
738			
739	234100		B231
740			
741			
742	234110		B231
743			
744			
745	234200		B231
746			
747			
748	234300		B231
749			
750	234300	2	B231

	A
751	006 Accts Pay-Wrkbskt Accr
752	B231 Accounts Payable
753	007 Accts Pay-Pcard Accr
754	B231 Accounts Payable
755	008 Accts Pay-I/C Loan Clearing
756	B231 Accounts Payable
757	234350 Accts Pay-Proj Exp Accr
758	Accts Pay-Proj Exp Accr
759	B231 Accounts Payable
760	234400 Accts Pay-AWWS
761	AW03 Accts Pay-AW03
762	B234 N/P Assoc Co
763	234500 Accts Pay-Assoc Cos
764	AW46 Accts Pay AW46
765	B233 A/P Assoc Co
766	241249 CFO-WLPP Payable
767	006 CFO-WLPP Payable
768	B241 Misc Current & Accr Liab
769	010 CFO-SLPP Payable
770	B241 Misc Current & Accr Liab
771	012 CFO-In Home Payable
772	B241 Misc Current & Accr Liab
773	014 CFO-WL/SL Payable
774	B241 Misc Current & Accr Liab
775	016 CFO-WL/SL/INH Payable
776	B241 Misc Current & Accr Liab
777	241253 CFO-WLPP In AW21
778	AW21 CFO-WLPP In AW21
779	B241 Misc Current & Accr Liab
780	241254 CFO-SLPP In AW21
781	AW21 CFO-SLPP In AW21
782	B241 Misc Current & Accr Liab
783	241255 CFO-In Home In AW21
784	AW21 CFO-In Home In AW21
785	B241 Misc Current & Accr Liab
786	241256 CFO-WL/SL In AW21
787	AW21 CFO-WL/SL In AW21
788	B241 Misc Current & Accr Liab
789	241257 CFO-WL/SL/IH In AW21
790	AW21 CFO-WL/SL/IH In AW21
791	B241 Misc Current & Accr Liab
792	241263 CFO-WLPP Receivable-AW21
793	AW21 CFO-WLPP Receivable-AW21
794	A242 Misc Current & Accrued Li
795	241264 CFO-SLPP Receivable-AW21
796	AW21 CFO-SLPP Receivable-AW21
797	A242 Misc Current & Accrued Li
798	241265 CFO-In Home Receivable-AW21
799	AW21 CFO-In Home Receivable-AW21
800	A242 Misc Current & Accrued Li

	B	C	D	E	F
751					
752	(18,870.85)	(24,878.47)	7,319.60	(13,054.72)	B45
753					
754	2,387.27	(5,186.27)	(5,116.40)	(6,831.81)	B45
755					
756	(274,063.57)	141,697.90	0.00	0.00	B45
757					
758					
759	(6,577.66)	(289,727.25)	0.00	(356,276.32)	B45
760					
761					
762	59,696.28	19,090.81	(105,872.46)	(29,665.45)	B45
763					
764					
765	2,963.46	(1,492.87)	(1,092.90)	(4,441.88)	B45
766					
767					
768	0.00	0.00	4,649.35	(176,059.83)	B45
769					
770	0.00	0.00	384.82	(107,723.80)	B45
771					
772	0.00	0.00	(685.47)	(12,752.35)	B45
773					
774	0.00	0.00	(1,380.00)	(2,160.00)	B45
775					
776	0.00	0.00	(207.87)	(271.83)	B45
777					
778					
779	12,100.47	(99,442.92)	0.00	0.00	B45
780					
781					
782	8,129.08	(67,681.50)	0.00	0.00	B45
783					
784					
785	(311.31)	(14,886.49)	0.00	0.00	B45
786					
787					
788	(8,492.05)	(35,894.92)	0.00	0.00	B45
789					
790					
791	(2,295.88)	(6,530.65)	0.00	0.00	B45
792					
793					
794	28,673.59	28,673.59	0.00	0.00	B45
795					
796					
797	19,246.07	19,246.07	0.00	0.00	B45
798					
799					
800	4,861.91	4,861.91	0.00	0.00	B45

	G	H	I
751			
752	234300	6	B231
753			
754	234300	7	B231
755			
756	234300	8	B231
757			
758			
759	234350		B231
760			
761			
762	234400	AW03	B234
763			
764			
765	234500	AW46	B233
766			
767			
768	241249	6	B241
769			
770	241249	10	B241
771			
772	241249	12	B241
773			
774	241249	14	B241
775			
776	241249	16	B241
777			
778			
779	241253	AW21	B241
780			
781			
782	241254	AW21	B241
783			
784			
785	241255	AW21	B241
786			
787			
788	241256	AW21	B241
789			
790			
791	241257	AW21	B241
792			
793			
794	241263	AW21	A242
795			
796			
797	241264	AW21	A242
798			
799			
800	241265	AW21	A242

	A
801	241266 CFO-WL/SL Receivable-AW21
802	AW21 CFO-WL/SL Receivable-AW21
803	A242 Misc Current & Accrued Li
804	241267 CFO-WL/SL/IH Receivable-AW21
805	AW21 CFO-WL/SL/IH Receivable-AW21
806	A242 Misc Current & Accrued Li
807	280999 Interco Rec/Pay
808	Interco Rec/Pay
809	B233 A/P Assoc Co
810	B45 Accounts Payable
811	
812	B46 Accrued Taxes
813	236120 FUTA
814	FUTA
815	B23611 Accr Taxes-Other than Inc
816	236130 FICA
817	FICA
818	B23611 Accr Taxes-Other than Inc
819	236140 SUTA
820	SUTA
821	B23611 Accr Taxes-Other than Inc
822	236151 Gen Tax - Property
823	Gen Tax - Property
824	B23611 Accr Taxes-Other than Inc
825	236152 Gen Tax - Sales/Use
826	Gen Tax - Sales/Use
827	B23611 Accr Taxes-Other than Inc
828	236153 Gen Tax - Franchise
829	Gen Tax - Franchise
830	B23611 Accr Taxes-Other than Inc
831	236170 Gen Tax - Other
832	Gen Tax - Other
833	B23611 Accr Taxes-Other than Inc
834	236210 Accr FIT - Current Yr
835	Accr FIT - Current Yr
836	B23612 Accr Taxes-Income Taxes
837	236213 Accr FIT - Interim Curr
838	Accr FIT - Interim Curr
839	B23612 Accr Taxes-Income Taxes
840	236220 Accr FIT - Pr Yrs
841	Accr FIT - Pr Yrs
842	B23612 Accr Taxes-Income Taxes
843	236230 Accr SIT - Current Yr
844	Accr SIT - Current Yr
845	B23612 Accr Taxes-Income Taxes
846	236233 Accr SIT - Interim Curr
847	Accr SIT - Interim Curr
848	B23612 Accr Taxes-Income Taxes
849	236240 Accr SIT - Pr Yrs
850	Accr SIT - Pr Yrs

	B	C	D	E	F
801					
802					
803	12,723.80	12,723.80	0.00	0.00	B45
804					
805					
806	2,449.87	2,449.87	0.00	0.00	B45
807					
808					
809	(364,652.17)	(372,371.49)	(22,086.80)	(4,867.70)	B45
810	(379,986.26)	(1,094,643.33)	(281,163.50)	(1,204,175.64)	
811					
812					
813					
814					
815	6,176.49	(41.90)	6,285.92	(54.38)	B46
816					
817					
818	(2,586.29)	(11,169.61)	(1,161.28)	(8,120.00)	B46
819					
820					
821	(14.15)	(3,125.31)	3,086.78	(25.90)	B46
822					
823					
824	(210,053.48)	(842,509.14)	(210,366.13)	(841,466.68)	B46
825					
826					
827	8,118.47	(26,188.74)	152,894.02	342,489.14	B46
828					
829					
830	66,530.00	(95,523.39)	(55,093.00)	(74,411.39)	B46
831					
832					
833	0.00	(36,386.00)	15,460.93	(64,274.07)	B46
834					
835					
836	1,815.00	0.00	(1,590.00)	149,417.00	B46
837					
838					
839	0.00	0.00	(22,712.26)	(22,712.26)	B46
840					
841					
842	0.00	(3,322,826.99)	0.00	(1,438,601.99)	B46
843					
844					
845	205,500.00	205,500.00	(187.00)	89,893.00	B46
846					
847					
848	0.00	0.00	(4,074.62)	(4,074.62)	B46
849					
850					

	G	H	I
801			
802			
803	241266	AW21	A242
804			
805			
806	241267	AW21	A242
807			
808			
809	280999		B233
810			
811			
812			
813			
814			
815	236120		B23611
816			
817			
818	236130		B23611
819			
820			
821	236140		B23611
822			
823			
824	236151		B23611
825			
826			
827	236152		B23611
828			
829			
830	236153		B23611
831			
832			
833	236170		B23611
834			
835			
836	236210		B23612
837			
838			
839	236213		B23612
840			
841			
842	236220		B23612
843			
844			
845	236230		B23612
846			
847			
848	236233		B23612
849			
850			

	A
851	B23612 Accr Taxes-Income Taxes
852	B46 Accrued Taxes
853	
854	B47 Accrued Interest
855	237200 Int Accr-LTD-Outside
856	Int Accr-LTD-Outside
857	B2371 Accr Interest-LTD
858	237300 Int Accr-LTD-Inside
859	AW46 Int Accr-LTD-AW46
860	B2371 Accr Interest-LTD
861	B47 Accrued Interest
862	
863	B51 Misc Current Liabilities
864	241100 Accrued Vacation Pay
865	Accrued Vacation Pay
866	B241 Misc Current & Accr Liab
867	241201 Accr Water Purchases
868	Accr Water Purchases
869	B241 Misc Current & Accr Liab
870	241202 Accr Power
871	Accr Power
872	B241 Misc Current & Accr Liab
873	241203 Accr Legal
874	Accr Legal
875	B241 Misc Current & Accr Liab
876	241206 Accr Wages
877	Accr Wages
878	B241 Misc Current & Accr Liab
879	241207 Accr Insurance
880	Accr Insurance
881	B241 Misc Current & Accr Liab
882	241210 Accr Waste Disposal
883	Accr Waste Disposal
884	B241 Misc Current & Accr Liab
885	241211 Accr Retiree Medical Reimb
886	Accr Retiree Medical Reimb
887	B241 Misc Current & Accr Liab
888	241212 Accr DCP Contribution
889	Accr DCP Contribution
890	B241 Misc Current & Accr Liab
891	241214 Accr Bank Fees
892	Accr Bank Fees
893	B241 Misc Current & Accr Liab
894	241220 WH PR-Tax Coll SIT AL
895	AL WH PR-Tax Coll SIT AL
896	B241 Misc Current & Accr Liab
897	GA WH PR-Tax Coll SIT GA
898	B241 Misc Current & Accr Liab
899	005 WH PR-Flex Spending Account
900	B241 Misc Current & Accr Liab

	B	C	D	E	F
851	345,970.00	129,548.99	0.00	(77,261.00)	B46
852	421,456.04	(4,002,722.09)	(117,456.64)	(1,949,203.15)	
853					
854					
855					
856					
857	(91,719.18)	(343,818.54)	(91,719.16)	(343,818.50)	B47
858					
859					
860	(173,876.83)	(399,764.39)	(176,074.67)	(280,881.88)	B47
861	(265,596.01)	(743,582.93)	(267,793.83)	(624,700.38)	
862					
863					
864					
865					
866	(109,059.18)	(174,657.23)	0.00	(133,286.59)	B51
867					
868					
869	(210.00)	(2,942.87)	(132.00)	(4,145.00)	B51
870					
871					
872	19,919.43	(170,613.59)	(3,717.58)	(199,338.33)	B51
873					
874					
875	(23,297.07)	(55,933.07)	188,876.37	0.00	B51
876					
877					
878	(33,807.44)	(146,007.68)	(15,178.80)	(106,218.80)	B51
879					
880					
881	4.16	0.00	0.15	(4.12)	B51
882					
883					
884	(304.00)	(33,419.83)	(19,258.94)	(39,711.34)	B51
885					
886					
887	(458.37)	(1,833.37)	(333.36)	(1,333.20)	B51
888					
889					
890	(642.78)	(10,197.43)	2,601.23	(6,244.51)	B51
891					
892					
893	7,902.33	(28,320.70)	540.29	(23,827.04)	B51
894					
895					
896	270.53	(126.45)	303.50	(107.13)	B51
897					
898	0.00	0.00	2,261.19	0.00	B51
899					
900	0.00	(516.14)	243.84	(487.68)	B51

	G	H	I
851	236240		B23612
852			
853			
854			
855			
856			
857	237200		B2371
858			
859			
860	237300	AW46	B2371
861			
862			
863			
864			
865			
866	241100		B241
867			
868			
869	241201		B241
870			
871			
872	241202		B241
873			
874			
875	241203		B241
876			
877			
878	241206		B241
879			
880			
881	241207		B241
882			
883			
884	241210		B241
885			
886			
887	241211		B241
888			
889			
890	241212		B241
891			
892			
893	241214		B241
894			
895			
896	241220	AL	B241
897			
898	241220	GA	B241
899			
900	241220	5	B241

	A
901	006 WH PR-401k Contribution
902	B241 Misc Current & Accr Liab
903	241227 Accr Employer 401k Match
904	Accr Employer 401k Match
905	B241 Misc Current & Accr Liab
906	241228 Accrued PFD Div Requirements
907	Accrued PFD Div Requirements
908	B241 Misc Current & Accr Liab
909	241230 Unclaimed Credits Pay
910	Unclaimed Credits Pay
911	B241 Misc Current & Accr Liab
912	241234 Unclaimed Ext Dep Refund Pay
913	Unclaimed Ext Dep Refund Pay
914	B241 Misc Current & Accr Liab
915	241236 Unbilled Items-System
916	Unbilled Items-System
917	B241 Misc Current & Accr Liab
918	241237 Unbilled Stock C-System
919	Unbilled Stock C-System
920	B241 Misc Current & Accr Liab
921	241238 Unbilled Stock E-System
922	Unbilled Stock E-System
923	B241 Misc Current & Accr Liab
924	241241 CFO-Cust Asst NonPledged
925	005 CFO-Cust Asst NonPledged
926	B241 Misc Current & Accr Liab
927	006 CFO-Cust Asst Pledged
928	B241 Misc Current & Accr Liab
929	241244 CFO-Sales Tax
930	CFO-Sales Tax
931	B241 Misc Current & Accr Liab
932	241248 CFO-Mun Tax
933	CFO-Mun Tax
934	B241 Misc Current & Accr Liab
935	241249 CFO-Mgmt Contracts
936	001 CFO-MC/Swr Rev/Cash
937	B241 Misc Current & Accr Liab
938	241249 CFO-Mgmt Contracts
939	002 CFO-MC/Swr A/R
940	B241 Misc Current & Accr Liab
941	004 CFO-MC/Swr ChgOff
942	B241 Misc Current & Accr Liab
943	005 CFO-WLPP Receivable
944	B241 Misc Current & Accr Liab
945	009 CFO-SLPP Receivable
946	B241 Misc Current & Accr Liab
947	011 CFO-In Home Receivable
948	B241 Misc Current & Accr Liab
949	013 CFO-WL/SL Receivable
950	B241 Misc Current & Accr Liab

	B	C	D	E	F
901					
902	7,628.10	(29,575.22)	19,677.55	(29,038.56)	B51
903					
904					
905	(774.84)	(13,078.27)	3,865.04	(10,335.09)	B51
906					
907					
908	(5,756.66)	(11,321.44)	(5,756.67)	(11,321.46)	B51
909					
910					
911	7,185.44	(5,174.19)	2,789.90	(7,362.82)	B51
912					
913					
914	0.00	(326.05)	15,172.00	0.00	B51
915					
916					
917	0.00	0.00	0.00	(6,626.85)	B51
918					
919					
920	8,024.72	(19,178.64)	56,598.41	(7,101.25)	B51
921					
922					
923	(9,550.31)	(31,028.47)	(13,956.02)	(54,376.10)	B51
924					
925					
926	128.00	(244.00)	(144.00)	(288.00)	B51
927					
928	166.00	(322.00)	(158.00)	(333.00)	B51
929					
930					
931	(51,091.09)	(198,517.38)	(69,058.63)	(165,499.35)	B51
932					
933					
934	0.00	0.00	0.00	0.00	B51
935					
936					
937	(1,040,440.97)	(4,647,913.01)	31,831.06	(3,653,153.78)	B51
938					
939					
940	464,624.87	2,500,191.28	(21,963.75)	2,292,536.18	B51
941					
942	32,052.73	1,845,268.27	56,267.86	1,394,385.01	B51
943					
944	(25,695.44)	0.00	(3,347.19)	40,503.45	B51
945					
946	(18,040.18)	0.00	(1,806.12)	24,887.95	B51
947					
948	(4,205.11)	0.00	93.54	2,992.58	B51
949					
950	(10,932.70)	0.00	525.19	1,089.19	B51

	G	H	I
901			
902	241220	6	B241
903			
904			
905	241227		B241
906			
907			
908	241228		B241
909			
910			
911	241230		B241
912			
913			
914	241234		B241
915			
916			
917	241236		B241
918			
919			
920	241237		B241
921			
922			
923	241238		B241
924			
925			
926	241241	5	B241
927			
928	241241	6	B241
929			
930			
931	241244		B241
932			
933			
934	241248		B241
935			
936			
937	241249	1	B241
938			
939			
940	241249	2	B241
941			
942	241249	4	B241
943			
944	241249	5	B241
945			
946	241249	9	B241
947			
948	241249	11	B241
949			
950	241249	13	B241

	A
951	015 CFO-WL/SL/INH Receivable
952	B241 Misc Current & Accr Liab
953	241250 A/P Check Clearing
954	A/P Check Clearing
955	B241 Misc Current & Accr Liab
956	241251 P/R Check Clearing
957	P/R Check Clearing
958	B241 Misc Current & Accr Liab
959	241261 Accr Insurance Retro
960	Accr Insurance Retro
961	B241 Misc Current & Accr Liab
962	241322 Incentive Plan Cash Annual
963	Incentive Plan Cash Annual
964	B241 Misc Current & Accr Liab
965	B51 Misc Current Liabilities
966	
967	B55 Advances for Construction
968	252110 Adv for Const-NT Mains
969	Adv for Const-NT Mains
970	B252 Advances for Construction
971	252120 Adv for Const-NT Ext
972	Adv for Const-NT Ext
973	B252 Advances for Construction
974	252130 Adv for Const-NT Services
975	Adv for Const-NT Services
976	B252 Advances for Construction
977	252150 Adv for Const-NT Hydrants
978	Adv for Const-NT Hydrants
979	B252 Advances for Construction
980	252170 Adv for Const-NT WIP
981	Adv for Const-NT WIP
982	B252 Advances for Construction
983	252270 Adv for Const-Tax WIP
984	Adv for Const-Tax WIP
985	B252 Advances for Construction
986	B55 Advances for Construction
987	
988	B56 Deferred Income Taxes
989	252204 Def FIT-Other Property
990	Def FIT-Other Property
991	B283 Accu Def Inc Tax-Other
992	253113 Def FIT-Interim Def
993	Def FIT-Interim Def
994	B283 Accu Def Inc Tax-Other
995	253202 Def FIT-Flow thru Depr
996	Def FIT-Flow thru Depr
997	B283 Accu Def Inc Tax-Other
998	253203 Def FIT-Norm Property
999	Def FIT-Norm Property
1000	B283 Accu Def Inc Tax-Other

	B	C	D	E	F
951					
952	(1,929.73)	0.00	244.74	292.71	B51
953					
954					
955	368,937.22	(323,733.76)	(18,042.27)	(445,480.10)	B51
956					
957					
958	10,064.13	(3,665.51)	4,507.12	(13,122.49)	B51
959					
960					
961	0.00	(665.00)	0.00	(52,651.40)	B51
962					
963					
964	(13,257.05)	(56,450.50)	0.00	0.00	B51
965	(422,545.26)	(1,620,302.25)	213,545.65	(1,214,706.92)	
966					
967					
968					
969					
970	(8,337.43)	(8,337.43)	0.00	0.00	B55
971					
972					
973	42,924.51	(5,087,447.54)	59,360.54	(5,559,216.93)	B55
974					
975					
976	537.60	(19,977.62)	(326.05)	(27,814.39)	B55
977					
978					
979	(9,643.18)	(328,936.02)	26,246.67	(324,156.14)	B55
980					
981					
982	(191,397.11)	(1,450,003.80)	0.00	0.00	B55
983					
984					
985	(7,217.58)	(73,493.52)	0.00	0.00	B55
986	(173,133.19)	(6,968,195.93)	85,281.16	(5,911,187.46)	
987					
988					
989					
990					
991	0.00	(16,812,437.31)	0.00	(16,812,437.31)	B56
992					
993					
994	0.00	0.00	13,830.89	122,930.28	B56
995					
996					
997	0.00	(1,388,200.00)	0.00	(1,388,200.00)	B56
998					
999					
1000	0.00	4,930.00	0.00	4,930.00	B56

	G	H	I
951			
952	241249	15	B241
953			
954			
955	241250		B241
956			
957			
958	241251		B241
959			
960			
961	241261		B241
962			
963			
964	241322		B241
965			
966			
967			
968			
969			
970	252110		B252
971			
972			
973	252120		B252
974			
975			
976	252130		B252
977			
978			
979	252150		B252
980			
981			
982	252170		B252
983			
984			
985	252270		B252
986			
987			
988			
989			
990			
991	252204		B283
992			
993			
994	253113		B283
995			
996			
997	253202		B283
998			
999			
1000	253203		B283

	A
1001	253301 Def FIT-Other
1002	Def FIT-Other
1003	B283 Accu Def Inc Tax-Other
1004	253309 Def FIT-AMT
1005	Def FIT-AMT
1006	B283 Accu Def Inc Tax-Other
1007	253602 Def SIT-Flow thru Depr
1008	Def SIT-Flow thru Depr
1009	B283 Accu Def Inc Tax-Other
1010	253604 Def SIT-Other Property
1011	Def SIT-Other Property
1012	B283 Accu Def Inc Tax-Other
1013	253613 Def SIT-Interim Def
1014	Def SIT-Interim Def
1015	B283 Accu Def Inc Tax-Other
1016	253701 Def SIT-Other
1017	Def SIT-Other
1018	B283 Accu Def Inc Tax-Other
1019	B56 Deferred Income Taxes
1020	
1021	B57 Deferred ITC
1022	255101 Unamortized ITC - 3%
1023	Unamortized ITC - 3%
1024	B2551 Accu Def ITC-Utility Op
1025	255102 Unamortized ITC - 4%
1026	Unamortized ITC - 4%
1027	B2551 Accu Def ITC-Utility Op
1028	255103 Unamortized ITC - 10%
1029	Unamortized ITC - 10%
1030	B2551 Accu Def ITC-Utility Op
1031	B57 Deferred ITC
1032	
1033	B58 Deferred Regulatory Liability
1034	256211 Reg Liab-Exc Def AFUDC FIT
1035	Reg Liab-Exc Def AFUDC FIT
1036	B253 Other Deferred Credits
1037	256220 Reg Liab-Deficit Def FIT
1038	Reg Liab-Deficit Def FIT
1039	B253 Other Deferred Credits
1040	256232 Reg Liab-Exc Def Depr SIT
1041	Reg Liab-Exc Def Depr SIT
1042	B253 Other Deferred Credits
1043	256240 Reg Liab-Other
1044	Reg Liab-Other
1045	B253 Other Deferred Credits
1046	256250 Reg Liab-ARO/NNS
1047	Reg Liab-ARO/NNS
1048	B1081 Accu Depr-UP in Serv
1049	256310 Reg Liab-ITC Gross-Up 3%
1050	Reg Liab-ITC Gross-Up 3%

	B	C	D	E	F
1001					
1002					
1003	(113,060.00)	(2,070,408.29)	(214.00)	(3,696,640.29)	B56
1004					
1005					
1006	0.00	116,460.00	0.00	116,460.00	B56
1007					
1008					
1009	0.00	(253,168.00)	0.00	(253,168.00)	B56
1010					
1011					
1012	0.00	(3,077,535.00)	0.00	(3,077,535.00)	B56
1013					
1014					
1015	0.00	0.00	243.00	14,852.95	B56
1016					
1017					
1018	(13,850.00)	(756,818.14)	(138.00)	(612,974.14)	B56
1019	(126,910.00)	(24,237,176.74)	13,721.89	(25,581,781.51)	
1020					
1021					
1022					
1023					
1024	258.00	(36,703.00)	258.00	(39,799.00)	B57
1025					
1026					
1027	397.00	(86,792.00)	397.00	(91,556.00)	B57
1028					
1029					
1030	5,709.00	(967,313.00)	5,709.00	(1,035,821.00)	B57
1031	6,364.00	(1,090,808.00)	6,364.00	(1,167,176.00)	
1032					
1033					
1034					
1035					
1036	1,222.00	(464,431.75)	1,222.00	(479,095.75)	B58
1037					
1038					
1039	(1,437.00)	545,891.00	(1,437.00)	563,135.00	B58
1040					
1041					
1042	(642.08)	278,310.44	0.00	0.00	B58
1043					
1044					
1045	0.00	0.00	9,599.27	(796,739.54)	B58
1046					
1047					
1048	(11,231.24)	(2,302,177.12)	(27,864.90)	(2,019,991.61)	B58
1049					
1050					

	G	H	I
1001			
1002			
1003	253301		B283
1004			
1005			
1006	253309		B283
1007			
1008			
1009	253602		B283
1010			
1011			
1012	253604		B283
1013			
1014			
1015	253613		B283
1016			
1017			
1018	253701		B283
1019			
1020			
1021			
1022			
1023			
1024	255101		B2551
1025			
1026			
1027	255102		B2551
1028			
1029			
1030	255103		B2551
1031			
1032			
1033			
1034			
1035			
1036	256211		B253
1037			
1038			
1039	256220		B253
1040			
1041			
1042	256232		B253
1043			
1044			
1045	256240		B253
1046			
1047			
1048	256250		B1081
1049			
1050			

	A
1051	B253 Other Deferred Credits
1052	256311 Reg Liab-ITC Gross-Up 4%
1053	Reg Liab-ITC Gross-Up 4%
1054	B253 Other Deferred Credits
1055	256312 Reg Liab-ITC Gross-Up 10%
1056	Reg Liab-ITC Gross-Up 10%
1057	B253 Other Deferred Credits
1058	B58 Deferred Regulatory Liability
1059	
1060	B59 Other Deferred Credits
1061	262120 DCA-Accr Pension Def Benefit
1062	DCA-Accr Pension Def Benefit
1063	B253 Other Deferred Credits
1064	262210 DCA-Accr OPEB
1065	DCA-Accr OPEB
1066	B253 Other Deferred Credits
1067	262215 DCA-Accr OPEB Med Subsidy
1068	DCA-Accr OPEB Med Subsidy
1069	B253 Other Deferred Credits
1070	262304 DCA-Wtr & WW Chgs Bill
1071	DCA-Wtr & WW Chgs Bill
1072	B253 Other Deferred Credits
1073	262313 DCA-FAS 112 Costs
1074	DCA-FAS 112 Costs
1075	B253 Other Deferred Credits
1076	262317 Def Comp (prior 1/1/08)
1077	Def Comp (prior 1/1/08)
1078	B253 Other Deferred Credits
1079	262321 DCA-Inc Plan Cash LT
1080	DCA-Inc Plan Cash LT
1081	B253 Other Deferred Credits
1082	262322 DCA-Inc Plan Cash Annual
1083	DCA-Inc Plan Cash Annual
1084	B253 Other Deferred Credits
1085	262398 DCA-Other
1086	DCA-Other
1087	B253 Other Deferred Credits
1088	B59 Other Deferred Credits
1089	
1090	B62 CIAC
1091	271110 CIAC-NT Mains
1092	CIAC-NT Mains
1093	B271 CIAC
1094	271120 CIAC-NT Ext Dep
1095	CIAC-NT Ext Dep
1096	B271 CIAC
1097	271130 CIAC-NT Services
1098	CIAC-NT Services
1099	B271 CIAC
1100	271140 CIAC-NT Meters

	B	C	D	E	F
1051	165.00	(23,220.11)	165.00	(25,200.11)	B58
1052					
1053					
1054	254.00	(55,491.20)	254.00	(58,539.20)	B58
1055					
1056					
1057	3,301.00	(559,187.19)	3,301.00	(598,799.19)	B58
1058	(8,368.32)	(2,580,305.93)	(14,760.63)	(3,415,230.40)	
1059					
1060					
1061					
1062					
1063	(56,136.83)	(1,922,784.84)	(53,582.00)	(2,234,691.52)	B59
1064					
1065					
1066	(70,458.50)	(404,393.96)	(68,547.17)	(402,482.66)	B59
1067					
1068					
1069	0.00	(104,856.00)	0.00	(58,355.00)	B59
1070					
1071					
1072	(271,866.60)	(271,866.60)	(231,178.20)	(231,178.20)	B59
1073					
1074					
1075	0.00	(24,894.00)	0.00	(24,894.00)	B59
1076					
1077					
1078	384,592.51	0.00	0.00	(384,592.51)	B59
1079					
1080					
1081	(191.00)	(587.00)	0.00	0.00	B59
1082					
1083					
1084	0.00	0.00	(10,930.40)	(46,454.18)	B59
1085					
1086					
1087	9,599.27	(681,548.17)	0.00	0.00	B59
1088	(4,461.15)	(3,410,930.57)	(364,237.77)	(3,382,648.07)	
1089					
1090					
1091					
1092					
1093	0.00	(3,574,802.19)	0.00	(3,546,888.19)	B62
1094					
1095					
1096	0.00	(1,748,422.00)	0.00	(1,748,422.00)	B62
1097					
1098					
1099	0.00	(487,648.62)	0.00	(481,648.62)	B62
1100					

	G	H	I
1051	256310		B253
1052			
1053			
1054	256311		B253
1055			
1056			
1057	256312		B253
1058			
1059			
1060			
1061			
1062			
1063	262120		B253
1064			
1065			
1066	262210		B253
1067			
1068			
1069	262215		B253
1070			
1071			
1072	262304		B253
1073			
1074			
1075	262313		B253
1076			
1077			
1078	262317		B253
1079			
1080			
1081	262321		B253
1082			
1083			
1084	262322		B253
1085			
1086			
1087	262398		B253
1088			
1089			
1090			
1091			
1092			
1093	271110		B271
1094			
1095			
1096	271120		B271
1097			
1098			
1099	271130		B271
1100			

	A
1101	CIAC-NT Meters
1102	B271 CIAC
1103	271150 CIAC-NT Hydrants
1104	CIAC-NT Hydrants
1105	B271 CIAC
1106	271160 CIAC-NT Other
1107	CIAC-NT Other
1108	B271 CIAC
1109	271210 CIAC-Tax Mains
1110	CIAC-Tax Mains
1111	B271 CIAC
1112	271230 CIAC-Tax Services
1113	CIAC-Tax Services
1114	B271 CIAC
1115	271240 CIAC-Tax Meters
1116	CIAC-Tax Meters
1117	B271 CIAC
1118	271250 CIAC-Tax Hydrants
1119	CIAC-Tax Hydrants
1120	B271 CIAC
1121	271260 CIAC-Tax Other
1122	CIAC-Tax Other
1123	B271 CIAC
1124	272060 Accum Amort CIAC-Other
1125	Accum Amort CIAC-Other
1126	B272 Accu Amort-CIAC
1127	272100 Accum Amort CIAC-Taxable
1128	Accum Amort CIAC-Taxable
1129	B272 Accu Amort-CIAC
1130	B62 CIAC
1131	
1132	00026 Tennessee-American Water Co.
1133	

	B	C	D	E	F
1101					
1102	0.00	(95,036.27)	0.00	(81,036.27)	B62
1103					
1104					
1105	0.00	(366,667.23)	0.00	(364,497.36)	B62
1106					
1107					
1108	0.00	(1,234,752.19)	0.00	(1,234,752.19)	B62
1109					
1110					
1111	(40,986.40)	(1,526,764.13)	0.00	(1,433,689.32)	B62
1112					
1113					
1114	(14,557.00)	(1,302,436.56)	(14,232.00)	(1,131,481.56)	B62
1115					
1116					
1117	(509.00)	(90,366.20)	(692.00)	(81,384.20)	B62
1118					
1119					
1120	0.00	(188,121.83)	0.00	(188,121.83)	B62
1121					
1122					
1123	0.00	98,914.00	0.00	98,914.00	B62
1124					
1125					
1126	9,435.13	1,886,936.42	9,368.62	1,773,421.55	B62
1127					
1128					
1129	4,688.54	236,181.53	4,318.72	183,390.05	B62
1130	(41,928.73)	(8,392,985.27)	(1,236.66)	(8,236,195.94)	
1131					
1132	(101,288.16)	(547,109.18)	188,999.95	16,920.54	
1133					

	G	H	I
1101			
1102	271140		B271
1103			
1104			
1105	271150		B271
1106			
1107			
1108	271160		B271
1109			
1110			
1111	271210		B271
1112			
1113			
1114	271230		B271
1115			
1116			
1117	271240		B271
1118			
1119			
1120	271250		B271
1121			
1122			
1123	271260		B271
1124			
1125			
1126	272060		B272
1127			
1128			
1129	272100		B272
1130			
1131			
1132			
1133			

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee-American Water-Co 26
4	026IS Total Company (USGAAP)
5	Income Statement Month & YTD
6	For the Period Ending 04/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	1 OPERATING REVENUES
15	2 Water
16	3 Sewer
17	4 Other
18	5 Management
19	6 Total Revenues
20	7 OPERATIONS & MAINTENANCE EXPENSE
21	8 Labor
22	9 Purchased Water
23	10 Fuel & Power
24	11 Chemicals
25	12 Waste Disposal
26	13 Management Fees
27	14 Group Insurance
28	15 Pensions
29	16 Regulatory Expense
30	17 Insurance Other Than Group
31	18 Customer Accounting
32	19 Rents
33	20 General Office Expense
34	21 Miscellaneous
35	25 Other Maintenance
36	Total Maintenance & Operations Expense
37	27 Depreciation
38	28 Amortization
39	29 General Taxes
40	30 State Income Taxes
41	31 Federal Income Taxes
42	32 Tax Savings Acquisition Adjustment
43	33 Total Operating Expenses
44	34 Utility Operating Income
45	35 OTHER INCOME & DEDUCTIONS
46	36 Non-Operating Rental Income
47	37 Dividend Income-Common
48	38 Dividend Income-Preferred
49	39 Interest Income
50	40 AFUDC Equity

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					Yr to Date
11	April	April	April	April	April
12	Actual	Plan	Variance	Prior Year	Actual
13	----------	----------	----------	----------	----------
14					
15	2,694,846	2,696,254	(1,408)	2,823,574	10,851,096
16	0	0	0	0	0
17	113,674	114,756	(1,082)	106,120	459,892
18	0	0	0	0	0
19	2,808,520	2,811,010	(2,490)	2,929,694	11,310,988
20					
21	393,853	396,992	(3,139)	363,514	1,607,519
22	2,422	4,670	(2,248)	2,236	8,741
23	178,887	166,828	12,059	186,928	710,892
24	83,497	85,703	(2,206)	79,181	340,073
25	19,421	17,339	2,082	23,342	82,280
26	430,543	389,315	41,228	393,303	1,742,335
27	142,547	130,102	12,445	140,875	577,727
28	119,422	78,814	40,608	62,211	508,726
29	(4,451)	12,958	(17,409)	10,517	25,446
30	45,258	46,678	(1,420)	47,828	122,710
31	83,821	105,055	(21,234)	53,293	353,432
32	201	4,648	(4,447)	3,971	1,826
33	20,959	20,444	515	16,665	80,375
34	147,583	187,466	(39,883)	120,456	586,449
35	78,321	117,424	(39,103)	70,274	361,123
36	1,742,284	1,764,436	(22,152)	1,574,594	7,109,654
37	385,242	402,334	(17,092)	381,839	1,623,330
38	10,713	10,148	565	10,148	43,611
39	322,297	327,435	(5,138)	305,419	1,275,749
40	19,422	220	19,202	24,197	19,586
41	145,684	1,105	144,579	132,294	133,390
42	0	0	0	0	0
43	2,625,642	2,505,678	119,964	2,428,491	10,205,320
44	182,878	305,332	(122,454)	501,203	1,105,668
45					
46	0	0	0	0	0
47	0	0	0	0	0
48	0	0	0	0	0
49	0	0	0	24	0
50	4,526	2,370	2,156	6,407	8,397

	G	H	I	J
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Yr to Date	Yr to Date	Yr to Date	
11	April	April	April	Annual
12	Plan	Variance	Prior Year	Forecast
13	----------	----------	----------	----------
14				
15	10,920,060	(68,964)	9,989,795	37,473,105
16	0	0	0	0
17	459,024	868	435,860	1,377,072
18	0	0	0	0
19	11,379,084	(68,096)	10,425,655	38,850,177
20				
21	1,637,836	(30,317)	1,485,025	4,951,504
22	16,672	(7,931)	11,474	51,766
23	662,163	48,729	627,318	2,146,732
24	344,382	(4,309)	352,788	1,115,700
25	69,422	12,858	75,042	253,670
26	1,579,918	162,417	1,555,123	4,636,157
27	520,408	57,319	549,453	1,561,024
28	315,256	193,470	245,829	945,768
29	72,380	(46,934)	42,066	173,477
30	186,712	(64,002)	149,910	560,136
31	418,466	(65,034)	285,161	1,253,644
32	19,591	(17,765)	11,108	56,325
33	83,209	(2,834)	57,641	224,562
34	646,525	(60,076)	541,999	1,892,615
35	432,143	(71,020)	401,159	1,390,260
36	7,005,083	104,571	6,391,096	21,213,340
37	1,604,834	18,496	1,439,561	4,890,341
38	40,592	3,019	40,592	121,776
39	1,327,706	(51,957)	1,310,182	3,940,511
40	7,099	12,487	4,350	324,322
41	35,735	97,655	26,868	1,632,668
42	0	0	0	0
43	10,021,049	184,271	9,212,649	32,122,958
44	1,358,035	(252,367)	1,213,006	6,727,219
45				
46	0	0	0	0
47	0	0	0	0
48	0	0	0	0
49	0	0	5,527	0
50	3,778	4,619	33,598	69,338

	A
51	42 M & J Miscellaneous Income
52	43 Gain(Loss)on Disposition
53	45 Total Other Income
54	46 Miscellaneous Amortization
55	47 Tax Savings Acquisition Adjustment
56	48 Misc. Other Deductions
57	49 General Taxes
58	50 State Income Taxes
59	51 Federal Income Taxes
60	52 Total Other Deductions
61	53 Total Other Income
62	54 Income Before Interest Charges
63	55 INTEREST CHARGES
64	56 Interest on Long-Term Debt
65	57 Amortization and Debt Expense
66	58 Interest-Short Term Bank Debt
67	59 Other Interest Expense
68	60 AFUDC-Debt
69	61 Total Interest Charges
70	62 Net Income
71	64 Preferred Dividend Declared
72	65 Net Income to Common Stock
73	

	B	C	D	E	F
51	1,327	0	1,327	(993)	5,642
52	0	0	0	0	0
53	5,853	2,370	3,483	5,438	14,039
54	0	0	0	0	0
55	0	0	0	0	0
56	1,484	2,060	(576)	620	22,624
57	0	0	0	0	0
58	1,018	(134)	1,152	(92)	0
59	(1,091)	(674)	(417)	(515)	0
60	1,411	1,252	159	13	22,624
61	4,442	1,118	3,324	5,425	(8,585)
62	187,320	306,450	(119,130)	506,628	1,097,083
63	0	0	0	0	0
64	263,347	257,523	5,824	266,512	1,073,032
65	2,374	2,283	91	2,390	10,432
66	19,692	29,258	(9,566)	46,003	129,827
67	0	0	0	0	0
68	(2,561)	(1,320)	(1,241)	(3,032)	(4,750)
69	282,852	287,744	(4,892)	311,873	1,208,541
70	(95,532)	18,706	(114,238)	194,755	(111,458)
71	5,757	5,757	0	5,757	23,027
72	(101,289)	12,949	(114,238)	188,998	(134,485)
73					

	G	H	I	J
51	0	5,642	1,533	0
52	0	0	0	0
53	3,778	10,261	40,658	69,338
54	0	0	0	0
55	0	0	0	0
56	36,565	(13,941)	7,798	76,220
57	0	0	0	0
58	(2,337)	2,337	(43)	(4,798)
59	(11,770)	11,770	(239)	(24,158)
60	22,458	166	7,516	47,264
61	(18,680)	10,095	33,142	22,074
62	1,339,355	(242,272)	1,246,148	6,749,293
63	0	0	0	0
64	1,059,792	13,240	982,961	2,905,510
65	9,132	1,300	7,162	23,676
66	158,866	(29,039)	231,981	642,919
67	0	0	0	0
68	(2,104)	(2,646)	(15,903)	(40,158)
69	1,225,686	(17,145)	1,206,201	3,531,947
70	113,669	(225,127)	39,947	3,217,346
71	23,028	(1)	23,027	69,084
72	90,641	(225,126)	16,920	3,148,262
73				

	A		
1	PCDWLD		
2	83410	American Water Works Company	1
3	RT026USR	Tennessee American Water Company	05/08/08
4	NARUCAI	Analysis of Income	11:23:11
5		For the Period Ending 04/30/2008	
6			
7			
8	Description		
9	----------		
10	P02 Water Revenues		
11	401110 Res Sales Billed		
12	Res Sales Billed		
13	B4611 Metered Sales-Res		
14	401120 Res Sales Unbilled		
15	Res Sales Unbilled		
16	B4611 Metered Sales-Res		
17	401210 Com Sales Billed		
18	Com Sales Billed		
19	B4612 Metered Sales-Com		
20	401220 Com Sales Unbilled		
21	Com Sales Unbilled		
22	B4612 Metered Sales-Com		
23	401310 Ind Sales Billed		
24	Ind Sales Billed		
25	B4613 Metered Sales-Ind		
26	401320 Ind Sales Unbilled		
27	Ind Sales Unbilled		
28	B4613 Metered Sales-Ind		
29	401450 Priv Fire Billed		
30	Priv Fire Billed		
31	B4622 Private Fire Revenues		
32	401510 Pub Auth Billed		
33	Pub Auth Billed		
34	B4614 Metered Sales-OPA		
35	401520 Pub Auth Unbilled		
36	Pub Auth Unbilled		
37	B4614 Metered Sales-OPA		
38	401610 SFR Billed		
39	SFR Billed		
40	B466 Sales for Resale		
41	401620 Sales for Resale Unbilled		
42	Sales for Resale Unbilled		
43	B466 Sales for Resale		
44	401710 Misc Sales Billed		
45	Misc Sales Billed		
46	B474 Other Water Revenues		
47	401713 Misc Sales Billed Unmetered		
48	Misc Sales Billed Unmetered		
49	B474 Other Water Revenues		
50	P02 Water Revenues		

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	April	April	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	(1,227,025.83)	(4,691,869.43)	(1,043,337.61)	(4,176,308.45)	P02
14					
15					
16	78,992.62	98,459.41	(169,454.60)	(82,907.89)	P02
17					
18					
19	(935,893.26)	(3,548,508.58)	(772,537.05)	(3,117,430.08)	P02
20					
21					
22	112,721.41	99,170.93	(94,730.12)	12,185.72	P02
23					
24					
25	(375,018.36)	(1,247,050.98)	(270,915.68)	(1,115,745.71)	P02
26					
27					
28	38,391.64	67,699.06	(35,475.39)	273.47	P02
29					
30					
31	(134,832.04)	(532,989.21)	(116,116.61)	(458,324.92)	P02
32					
33					
34	(193,620.85)	(742,163.92)	(175,955.03)	(674,915.24)	P02
35					
36					
37	31,474.86	50,073.35	(8,295.25)	27,819.13	P02
38					
39					
40	(89,095.30)	(428,141.25)	(150,720.94)	(405,058.33)	P02
41					
42					
43	(920.91)	24,284.48	13,990.74	669.32	P02
44					
45					
46	(20.00)	(60.00)	(26.00)	(9.75)	P02
47					
48					
49	0.00	0.00	0.00	(42.64)	P02
50	(2,694,846.02)	(10,851,096.14)	(2,823,573.54)	(9,989,795.37)	

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	401110		B4611
14			
15			
16	401120		B4611
17			
18			
19	401210		B4612
20			
21			
22	401220		B4612
23			
24			
25	401310		B4613
26			
27			
28	401320		B4613
29			
30			
31	401450		B4622
32			
33			
34	401510		B4614
35			
36			
37	401520		B4614
38			
39			
40	401610		B466
41			
42			
43	401620		B466
44			
45			
46	401710		B474
47			
48			
49	401713		B474
50			

	A
51	
52	P04 Other Revenues
53	403001 Oth Rev-Interco-AW21
54	AW21 Oth Rev-Interco-AW21
55	B474 Other Water Revenues
56	403101 Oth Rev-Forfeited Discounts
57	Oth Rev-Forfeited Discounts
58	B470 Forfeited Discounts
59	403102 Oth Rev-Rents Water Property
60	Oth Rev-Rents Water Property
61	B472 Rents from Water Property
62	403103 Oth Rev-Collect for Others
63	Oth Rev-Collect for Others
64	B471 Misc Service Revenues
65	403104 Oth Rev-NSF Check Charge
66	Oth Rev-NSF Check Charge
67	B471 Misc Service Revenues
68	403105 Oth Rev-Appl/Initiate Serv Fee
69	Oth Rev-Appl/Initiate Serv F
70	B471 Misc Service Revenues
71	403107 Oth Rev-Reconnection Charges
72	Oth Rev-Reconnection Charges
73	B471 Misc Service Revenues
74	P04 Other Revenues
75	
76	P08 Labor
77	501200 Labor
78	12 Labor Oper P
79	B6011 Salaries-Empl Oper SS
80	13 Labor Oper WT
81	B6013 Salaries-Empl Oper WT
82	14 Labor Oper TD
83	B6015 Salaries-Empl Oper TD
84	1405 Labor Oper TD Super/Eng
85	B6015 Salaries-Empl Oper TD
86	1420 Labor Oper TD Meter
87	B6015 Salaries-Empl Oper TD
88	1510 Labor Oper CA Mtr Read
89	B6017 Salaries-Empl CA
90	16 Labor Oper AG
91	B6018 Salaries-Empl AG
92	2405 Labor Maint TD Super/Eng
93	B6016 Salaries-Empl Maint TD
94	2420 Labor Maint TD Mains
95	B6016 Salaries-Empl Maint TD
96	2430 Labor Maint TD Services
97	B6016 Salaries-Empl Maint TD
98	2435 Labor Maint TD Meters
99	B6016 Salaries-Empl Maint TD
100	2440 Labor Maint TD Hydrants

	B	C	D	E	F
51					
52					
53					
54					
55	(3,251.34)	(17,494.80)	0.00	0.00	P04
56					
57					
58	(26,621.86)	(113,143.82)	(21,958.25)	(92,127.68)	P04
59					
60					
61	(10,280.62)	(41,122.48)	(10,034.82)	(39,791.63)	P04
62					
63					
64	(29,308.77)	(125,825.37)	(33,997.08)	(142,710.51)	P04
65					
66					
67	(1,860.00)	(8,180.00)	(1,620.00)	(8,320.00)	P04
68					
69					
70	(25,191.30)	(86,740.00)	(25,475.00)	(98,015.00)	P04
71					
72					
73	(17,160.00)	(67,386.00)	(13,035.00)	(54,895.00)	P04
74	(113,673.89)	(459,892.47)	(106,120.15)	(435,859.82)	
75					
76					
77					
78					
79	100,889.10	411,044.68	94,426.44	413,022.35	P08
80					
81	0.00	0.00	0.00	189.04	P08
82					
83	10,160.64	40,977.99	9,983.50	40,531.64	P08
84					
85	8,955.43	36,118.79	7,241.39	33,106.85	P08
86					
87	24,749.55	97,427.77	19,185.65	93,817.68	P08
88					
89	29,084.45	122,058.20	34,703.58	148,602.27	P08
90					
91	131,346.70	500,823.97	104,234.56	330,632.57	P08
92					
93	5,522.87	21,044.00	4,544.59	19,789.94	P08
94					
95	42,067.76	190,004.32	43,763.11	253,272.80	P08
96					
97	16,233.21	87,246.86	18,420.33	85,782.97	P08
98					
99	6,811.52	26,744.86	10,449.12	35,675.41	P08
100					

	G	H	I
51			
52			
53			
54			
55	403001	AW21	B474
56			
57			
58	403101		B470
59			
60			
61	403102		B472
62			
63			
64	403103		B471
65			
66			
67	403104		B471
68			
69			
70	403105		B471
71			
72			
73	403107		B471
74			
75			
76			
77			
78			
79	501200	12	B6011
80			
81	501200	13	B6013
82			
83	501200	14	B6015
84			
85	501200	1405	B6015
86			
87	501200	1420	B6015
88			
89	501200	1510	B6017
90			
91	501200	16	B6018
92			
93	501200	2405	B6016
94			
95	501200	2420	B6016
96			
97	501200	2430	B6016
98			
99	501200	2435	B6016
100			

	A
101	B6016 Salaries-Empl Maint TD
102	501711 IP-Off-Annual-P/R JE
103	IP-Off-Annual-P/R JE
104	B6018 Salaries-Empl AG
105	16 Incen Plan-Off-Annual
106	B6018 Salaries-Empl AG
107	501712 Incen Plan-Off-Long Term
108	16 Incen Plan-Off-Long Term
109	B6018 Salaries-Empl AG
110	P08 Labor
111	
112	P09 Purchased Water
113	510100 Purchased Water-Outside
114	11 Purchased Water-Outside
115	B6101 Purchased Water Oper SS
116	P09 Purchased Water
117	
118	P10 Fuel & Power
119	515100 Purch Power
120	12 Purch Power P
121	B6151 Purch Power Oper SS
122	14 Purch Power TD
123	B6155 Purch Power Oper TD
124	515200 Fuel for Power Prod SS
125	11 Fuel for Power Prod SS
126	B6161 Purch Fuel Oper SS
127	P10 Fuel & Power
128	
129	P11 Chemicals
130	518000 Chemicals WT
131	13 Chemicals WT
132	B6183 Chemicals Oper WT
133	518001 Chemicals WT Carbon Lease
134	13 Chemicals WT Carbon Lease
135	B6183 Chemicals Oper WT
136	P11 Chemicals
137	
138	P12 Waste Disposal
139	511100 Waste Disposal Exp WT
140	13 Waste Disposal Exp WT
141	B6753 Misc Exp Oper WT
142	P12 Waste Disposal
143	
144	P13 Management Fees-Corporate
145	534214 Mgmt Fees-Bus Chg Costs
146	16 Mgmt Fees-Bus Chg Costs
147	B6348 Cont Serv Mgmt Fee AG
148	534600 Mmgt Fees-Corporate
149	16 Mmgt Fees-Corporate
150	B6358 Cont Serv Other AG

	B	C	D	E	F
101	4,583.28	15,451.85	5,631.60	19,842.16	P08
102					
103					
104	13,257.05	57,988.21	10,930.40	10,759.10	P08
105					
106	0.00	0.00	0.00	0.00	P08
107					
108					
109	191.00	587.00	0.00	0.00	P08
110	393,852.56	1,607,518.50	363,514.27	1,485,024.78	
111					
112					
113					
114					
115	2,421.85	8,740.65	2,235.63	11,473.50	P09
116	2,421.85	8,740.65	2,235.63	11,473.50	
117					
118					
119					
120					
121	178,686.48	710,081.98	186,721.43	624,787.15	P10
122					
123	200.76	809.91	206.11	1,153.29	P10
124					
125					
126	0.00	0.00	0.00	1,377.41	P10
127	178,887.24	710,891.89	186,927.54	627,317.85	
128					
129					
130					
131					
132	75,750.64	324,108.76	79,181.39	330,350.51	P11
133					
134					
135	7,746.05	15,964.69	0.00	22,437.60	P11
136	83,496.69	340,073.45	79,181.39	352,788.11	
137					
138					
139					
140					
141	19,420.51	82,279.53	23,342.44	75,041.98	P12
142	19,420.51	82,279.53	23,342.44	75,041.98	
143					
144					
145					
146					
147	0.00	0.00	0.00	0.00	P13
148					
149					
150	83,414.67	306,492.59	223,487.01	870,376.68	P13

	G	H	I
101	501200	2440	B6016
102			
103			
104	501711		B6018
105			
106	501711	16	B6018
107			
108			
109	501712	16	B6018
110			
111			
112			
113			
114			
115	510100	11	B6101
116			
117			
118			
119			
120			
121	515100	12	B6151
122			
123	515100	14	B6155
124			
125			
126	515200	11	B6161
127			
128			
129			
130			
131			
132	518000	13	B6183
133			
134			
135	518001	13	B6183
136			
137			
138			
139			
140			
141	511100	13	B6753
142			
143			
144			
145			
146			
147	534214	16	B6348
148			
149			
150	534600	16	B6358

	A
151	534615 SSC-Shrd Bus Srv Fees
152	16 SSC-Shrd Bus Srv Fees
153	B6358 Cont Serv Other AG
154	534620 Mmgt Fees Bsn Change-Corp
155	16 Mmgt Fees Bsn Change-Corp
156	B6358 Cont Serv Other AG
157	534625 CSC-Shrd Bus Srv Fees
158	16 CSC-Shrd Bus Srv Fees
159	B6358 Cont Serv Other AG
160	534635 ITS-Shrd Bus Srv Fees
161	16 ITS-Shrd Bus Srv Fees
162	B6358 Cont Serv Other AG
163	534645 Procure-Shrd Bus Srv Fees
164	16 Procure-Shrd Bus Srv Fees
165	B6358 Cont Serv Other AG
166	534650 Mmgt Fees P13880-Corp
167	16 Mmgt Fees P13880-Corp
168	B6358 Cont Serv Other AG
169	534655 Lab-Shrd Bus Srv Fees
170	16 Lab-Shrd Bus Srv Fees
171	B6358 Cont Serv Other AG
172	534665 BSC-Shrd Bus Srv Fees
173	16 BSC-Shrd Bus Srv Fees
174	B6358 Cont Serv Other AG
175	534700 Mmgt Fees-Region
176	16 Mmgt Fees-Region
177	B6358 Cont Serv Other AG
178	534720 Mmgt Fees Bsn Change-Region
179	16 Mmgt Fees Bsn Change-Region
180	B6358 Cont Serv Other AG
181	534750 Mmgt Fees P13880-Region
182	16 Mmgt Fees P13880-Region
183	B6358 Cont Serv Other AG
184	P13 Management Fees-Corporate
185	
186	P14 Group Insurance
187	504100 Group Insurance
188	001 Group Insurance - Cap Credit
189	Not applicable
190	16 Group Ins Oper AG
191	B6048 Empl Pens & Ben AG
192	505100 PBOP
193	001 PBOP Cap Credits
194	Not applicable
195	16 PBOP Oper AG
196	B6048 Empl Pens & Ben AG
197	P14 Group Insurance
198	
199	P15 Pensions
200	506100 Pension

	B	C	D	E	F
151					
152					
153	35,798.30	145,154.36	0.00	0.00	P13
154					
155					
156	1,010.29	14,968.26	379.52	385.80	P13
157					
158					
159	91,881.99	364,116.26	0.00	0.00	P13
160					
161					
162	76,569.49	254,197.25	0.00	0.00	P13
163					
164					
165	4,478.44	17,907.31	0.00	0.00	P13
166					
167					
168	27,928.64	162,544.48	65,586.28	266,224.01	P13
169					
170					
171	12,362.52	45,434.00	0.00	0.00	P13
172					
173					
174	2,017.31	8,260.71	0.00	0.00	P13
175					
176					
177	94,496.85	417,605.31	101,237.58	407,846.97	P13
178					
179					
180	545.20	2,214.59	0.00	0.00	P13
181					
182					
183	39.54	3,439.63	2,612.18	10,289.54	P13
184	430,543.24	1,742,334.75	393,302.57	1,555,123.00	
185					
186					
187					
188					
189	(20,122.79)	(113,707.83)	0.00	0.00	P14
190					
191	100,692.49	440,347.19	79,278.61	305,427.33	P14
192					
193					
194	(8,480.72)	(30,746.25)	0.00	0.00	P14
195					
196	70,458.50	281,834.00	61,596.59	244,025.17	P14
197	142,547.48	577,727.11	140,875.20	549,452.50	
198					
199					
200					

	G	H	I
151			
152			
153	534615	16	B6358
154			
155			
156	534620	16	B6358
157			
158			
159	534625	16	B6358
160			
161			
162	534635	16	B6358
163			
164			
165	534645	16	B6358
166			
167			
168	534650	16	B6358
169			
170			
171	534655	16	B6358
172			
173			
174	534665	16	B6358
175			
176			
177	534700	16	B6358
178			
179			
180	534720	16	B6358
181			
182			
183	534750	16	B6358
184			
185			
186			
187			
188			
189	504100	1	
190			
191	504100	16	B6048
192			
193			
194	505100	1	
195			
196	505100	16	B6048
197			
198			
199			
200			

	A
201	001 Pension - Cap Credits
202	Not applicable
203	16 Pension Oper AG
204	B6048 Empl Pens & Ben AG
205	P15 Pensions
206	
207	P16 Regulatory Expense
208	566100 Reg Comm Amort Rate Case
209	16 Reg Comm Amort Rate Case
210	B6668 Reg Exp-Rate Case
211	566200 Reg Comm Amort Depr Study
212	16 Reg Comm Amort Depr Study
213	B6678 Reg Exp-Other AG
214	566700 Regulatory Comm Exp-Other
215	16 Reg Comm Other Oper AG
216	B6678 Reg Exp-Other AG
217	P16 Regulatory Expense
218	
219	P17 Ins Other Than Group
220	557000 Insurance General Liab
221	16 Ins Gen Liab Oper AG
222	B6578 Ins Gen Liab AG
223	558000 Insurance Workman's Comp
224	001 Ins Work Comp Cap Credits
225	Not applicable
226	16 Ins Work Comp AG
227	B6588 Ins Work Comp AG
228	559000 Insurance Other
229	16 Ins Other Oper AG
230	B6598 Ins Other AG
231	P17 Ins Other Than Group
232	
233	P18 Customer Accounting
234	520100 M & S Oper CA
235	15 M & S Oper CA
236	B6207 M&S CA
237	570100 Uncollectible Accounts
238	15 Uncollectible Accounts
239	B6707 Bad Debt Expense
240	16 Uncollectible Accts-MI's
241	B6707 Bad Debt Expense
242	575000 Misc Oper CA
243	15 Misc Oper CA
244	B6757 Misc Exp CA
245	1520 Misc Oper CA Cust Serv
246	B6757 Misc Exp CA
247	575100 Bank Service Charges CA
248	15 Bank Service Charges CA
249	B6757 Misc Exp CA
250	575200 Collection Agencies CA

	B	C	D	E	F
201					
202	(14,302.44)	(50,908.78)	0.00	0.00	P15
203					
204	133,724.33	559,634.32	62,210.89	245,828.91	P15
205	119,421.89	508,725.54	62,210.89	245,828.91	
206					
207					
208					
209					
210	11,888.89	67,560.06	10,002.25	40,009.00	P16
211					
212					
213	920.41	3,681.64	514.30	2,057.20	P16
214					
215					
216	(17,260.14)	(45,795.70)	0.00	0.00	P16
217	(4,450.84)	25,446.00	10,516.55	42,066.20	
218					
219					
220					
221					
222	30,454.55	54,569.72	27,772.25	75,967.76	P17
223					
224					
225	(3,644.36)	(12,109.33)	0.00	0.00	P17
226					
227	16,195.80	71,157.05	11,645.38	45,621.42	P17
228					
229					
230	2,252.36	9,092.86	8,410.44	28,321.18	P17
231	45,258.35	122,710.30	47,828.07	149,910.36	
232					
233					
234					
235					
236	0.00	663.32	0.00	350.38	P18
237					
238					
239	30,233.66	110,047.68	2,599.56	83,328.22	P18
240					
241	5,936.62	5,936.62	0.00	(15,707.95)	P18
242					
243					
244	(161.61)	(76.50)	0.00	(150.00)	P18
245					
246	0.00	617.88	0.00	0.00	P18
247					
248					
249	10,720.00	82,584.35	17,304.69	72,451.25	P18
250					

	G	H	I
201			
202	506100	1	
203			
204	506100	16	B6048
205			
206			
207			
208			
209			
210	566100	16	B6668
211			
212			
213	566200	16	B6678
214			
215			
216	566700	16	B6678
217			
218			
219			
220			
221			
222	557000	16	B6578
223			
224			
225	558000	1	
226			
227	558000	16	B6588
228			
229			
230	559000	16	B6598
231			
232			
233			
234			
235			
236	520100	15	B6207
237			
238			
239	570100	15	B6707
240			
241	570100	16	B6707
242			
243			
244	575000	15	B6757
245			
246	575000	1520	B6757
247			
248			
249	575100	15	B6757
250			

	A
251	15 Collection Agencies CA
252	B6757 Misc Exp CA
253	575420 Forms CA
254	15 Forms CA
255	B6757 Misc Exp CA
256	575660 Postage CA
257	15 Postage CA
258	B6757 Misc Exp CA
259	575740 Telephone CA
260	15 Telephone CA
261	B6757 Misc Exp CA
262	575743 Wireless Serv 1st CA
263	15 Wireless Serv 1st CA
264	B6757 Misc Exp CA
265	575820 Uniforms CA
266	15 Uniforms CA
267	B6757 Misc Exp CA
268	P18 Customer Accounting
269	
270	P19 Rents
271	541000 Rents-Real Property
272	14 Rents-Real Prop Oper TD
273	B6415 Rents-Real Prop Oper TD
274	16 Rents-Real Prop Oper AG
275	B6418 Rents-Real Prop AG
276	541400 Rents-Equipment
277	15 Rents-Equipment Oper CA
278	B6427 Rents-Equipment CA
279	16 Rents-Equipment Oper AG
280	B6428 Rents-Equipment AG
281	P19 Rents
282	
283	P20 General Office Exp
284	520100 M & S Oper AG
285	16 M & S Oper AG
286	B6208 M&S AG
287	575002 Misc General Office
288	16 Misc General Office
289	B6758 Misc Exp AG
290	575100 Bank Service Charges AG
291	16 Bank Service Charges AG
292	B6758 Misc Exp AG
293	575260 Credit Line Fees
294	16 Credit Line Fees
295	B6758 Misc Exp AG
296	575261 Credit Line Fees AW46
297	AW46 Credit Line Fees AW46
298	B6758 Misc Exp AG
299	16 Credit Line Fees In
300	B6758 Misc Exp AG

	B	C	D	E	F
251					
252	1,467.89	7,487.00	1,394.92	6,852.29	P18
253					
254					
255	8,156.31	36,407.81	7,251.92	36,100.82	P18
256					
257					
258	26,764.59	106,686.42	23,486.41	97,004.89	P18
259					
260					
261	0.54	1.88	0.00	2.28	P18
262					
263					
264	614.04	2,623.86	680.30	2,721.50	P18
265					
266					
267	88.75	451.35	575.12	2,207.67	P18
268	83,820.79	353,431.67	53,292.92	285,161.35	
269					
270					
271					
272					
273	75.00	150.00	75.00	150.00	P19
274					
275	0.00	1,169.00	0.00	1,124.00	P19
276					
277					
278	349.82	529.35	1,054.42	1,716.59	P19
279					
280	(223.71)	(22.58)	2,841.63	8,117.78	P19
281	201.11	1,825.77	3,971.05	11,108.37	
282					
283					
284					
285					
286	1,200.57	5,119.55	372.35	2,021.82	P20
287					
288					
289	0.00	0.00	31.18	31.18	P20
290					
291					
292	0.00	1,068.86	0.00	2,460.81	P20
293					
294					
295	58.29	233.16	94.72	378.88	P20
296					
297					
298	2,330.12	7,881.58	0.00	0.00	P20
299					
300	0.00	0.00	6,128.66	14,643.29	P20

	G	H	I
251			
252	575200	15	B6757
253			
254			
255	575420	15	B6757
256			
257			
258	575660	15	B6757
259			
260			
261	575740	15	B6757
262			
263			
264	575743	15	B6757
265			
266			
267	575820	15	B6757
268			
269			
270			
271			
272			
273	541000	14	B6415
274			
275	541000	16	B6418
276			
277			
278	541400	15	B6427
279			
280	541400	16	B6428
281			
282			
283			
284			
285			
286	520100	16	B6208
287			
288			
289	575002	16	B6758
290			
291			
292	575100	16	B6758
293			
294			
295	575260	16	B6758
296			
297			
298	575261	AW46	B6758
299			
300	575261	16	B6758

	A
301	575280 Dues/Membership Deduct
302	16 Dues/Membership Deduct
303	B6758 Misc Exp AG
304	575320 Electricity AG
305	16 Electricity AG
306	B6758 Misc Exp AG
307	575340 Empl Exp AG-P/R JE
308	16 Employee Expenses AG
309	B6758 Misc Exp AG
310	575342 Empl Exp Conf/Registration AG
311	16 Empl Exp Conf/Registration A
312	B6758 Misc Exp AG
313	575350 Meals Deduct-P/R JE
314	16 Meals Deduct
315	B6758 Misc Exp AG
316	575351 Meals Non Deduct
317	16 Meals Non Deduct
318	B6758 Misc Exp AG
319	575480 Heat - Oil/Gas AG
320	16 Heat - Oil/Gas AG
321	B6758 Misc Exp AG
322	575500 Janitorial AG
323	16 Janitorial AG
324	B6758 Misc Exp AG
325	575620 Office & Admin Supplies AG
326	16 Office & Admin Supplies AG
327	B6758 Misc Exp AG
328	575660 Postage AG
329	16 Postage AG
330	B6758 Misc Exp AG
331	575670 Relocation Expenses
332	16 Relocation Expenses
333	B6758 Misc Exp AG
334	575740 Telephone AG
335	16 Telephone AG
336	B6758 Misc Exp AG
337	575741 Cell Phone AG
338	16 Cell Phone AG
339	B6758 Misc Exp AG
340	575830 Wtr & Waste Wtr Exp AG
341	16 Wtr & Waste Wtr Exp AG
342	B6758 Misc Exp AG
343	P20 General Office Exp
344	
345	P21 Miscellaneous
346	504500 Other Welfare Expense
347	16 Other Welf Oper AG
348	B6048 Empl Pens & Ben AG
349	504610 Employee Awards AG
350	16 Employee Awards AG

	B	C	D	E	F
301					
302					
303	0.00	260.00	0.00	230.00	P20
304					
305					
306	2,460.71	7,572.40	1,900.05	6,230.85	P20
307					
308					
309	1,319.25	12,186.20	263.27	3,102.85	P20
310					
311					
312	340.00	1,935.00	0.00	0.00	P20
313					
314					
315	908.65	1,693.39	502.70	366.54	P20
316					
317					
318	908.68	1,693.48	502.73	366.60	P20
319					
320					
321	400.54	4,410.48	(298.07)	2,056.64	P20
322					
323					
324	398.75	1,595.00	398.75	1,595.00	P20
325					
326					
327	1,737.30	2,921.82	236.91	1,035.30	P20
328					
329					
330	222.88	822.46	237.18	766.68	P20
331					
332					
333	1,485.00	1,485.00	0.00	0.00	P20
334					
335					
336	3,462.81	13,553.30	3,539.87	13,674.89	P20
337					
338					
339	3,268.27	14,645.18	2,755.06	8,069.66	P20
340					
341					
342	457.58	1,297.66	0.00	610.47	P20
343	20,959.40	80,374.52	16,665.36	57,641.46	
344					
345					
346					
347					
348	0.00	296.37	0.00	445.65	P21
349					
350					

	G	H	I
301			
302			
303	575280	16	B6758
304			
305			
306	575320	16	B6758
307			
308			
309	575340	16	B6758
310			
311			
312	575342	16	B6758
313			
314			
315	575350	16	B6758
316			
317			
318	575351	16	B6758
319			
320			
321	575480	16	B6758
322			
323			
324	575500	16	B6758
325			
326			
327	575620	16	B6758
328			
329			
330	575660	16	B6758
331			
332			
333	575670	16	B6758
334			
335			
336	575740	16	B6758
337			
338			
339	575741	16	B6758
340			
341			
342	575830	16	B6758
343			
344			
345			
346			
347			
348	504500	16	B6048
349			
350			

	A
351	B6048 Empl Pens & Ben AG
352	504620 Employee Physical Exam AG
353	16 Employee Physical Exam AG
354	B6048 Empl Pens & Ben AG
355	504660 Tuition Aid AG
356	16 Tuition Aid AG
357	B6048 Empl Pens & Ben AG
358	504670 Training AG
359	16 Training AG
360	B6048 Empl Pens & Ben AG
361	507100 401k
362	16 401k Oper AG
363	B6048 Empl Pens & Ben AG
364	508101 DCP
365	16 DCP Oper AG
366	B6048 Empl Pens & Ben AG
367	508102 Retiree Med Reimb
368	16 Retiree Med Oper AG
369	B6048 Empl Pens & Ben AG
370	520100 M & S Oper WT
371	13 M & S Oper WT
372	B6203 M&S Oper WT
373	14 M & S Oper TD
374	B6205 M&S Oper TD
375	532000 Contract Svc-Accounting
376	16 Contr Svc-Acctg Oper AG
377	B6328 Cont Serv Acct AG
378	533000 Contract Svc-Legal
379	16 Contr Svc-Legal Oper AG
380	B6338 Cont Serv Legal AG
381	535000 Contract Svc-Other
382	13 Contr Svc-Other Oper WT
383	B6353 Cont Serv Other Oper WT
384	14 Contr Svc-Other Oper TD
385	B6355 Cont Serv Other Oper TD
386	16 Contr Svc-Other Oper AG
387	B6358 Cont Serv Other AG
388	535001 Contr Svc-Temp Empl Oper AG
389	16 Contr Svc-Temp Empl Oper AG
390	B6358 Cont Serv Other AG
391	550000 Transportation
392	001 Trans - Cap Credits
393	Not applicable
394	14 Trans Oper TD
395	B6505 Transportation Oper TD
396	15 Trans Oper CA
397	B6507 Transportation CA
398	16 Trans Oper AG
399	B6508 Transportation AG
400	24 Transport Maint TD

	B	C	D	E	F
351	386.82	4,959.83	241.96	2,166.43	P21
352					
353					
354	1,178.00	1,291.00	214.00	329.00	P21
355					
356					
357	0.00	3,887.00	2,195.00	3,951.00	P21
358					
359					
360	111.54	1,756.54	110.00	844.90	P21
361					
362					
363	8,104.92	32,402.67	7,049.76	28,499.00	P21
364					
365					
366	6,292.14	25,225.20	4,986.76	21,803.97	P21
367					
368					
369	335.10	1,517.73	291.69	1,125.36	P21
370					
371					
372	6,749.45	26,109.32	1,780.46	10,183.44	P21
373					
374	2,322.93	6,372.16	1,478.35	5,427.79	P21
375					
376					
377	3,784.00	15,166.00	2,989.00	12,142.00	P21
378					
379					
380	11,837.41	(1,006.25)	(4,221.02)	26,549.63	P21
381					
382					
383	6,426.24	7,621.11	272.20	1,793.60	P21
384					
385	8,046.72	32,740.43	4,514.64	42,305.02	P21
386					
387	3,266.23	17,420.70	4,370.12	19,585.50	P21
388					
389					
390	0.00	2,700.00	0.00	0.00	P21
391					
392					
393	(6,363.33)	(24,292.46)	0.00	0.00	P21
394					
395	0.00	0.00	0.00	10.93	P21
396					
397	0.00	0.00	0.00	429.39	P21
398					
399	3,181.94	13,887.84	(5,706.48)	(11,467.37)	P21
400					

	G	H	I
351	504610	16	B6048
352			
353			
354	504620	16	B6048
355			
356			
357	504660	16	B6048
358			
359			
360	504670	16	B6048
361			
362			
363	507100	16	B6048
364			
365			
366	508101	16	B6048
367			
368			
369	508102	16	B6048
370			
371			
372	520100	13	B6203
373			
374	520100	14	B6205
375			
376			
377	532000	16	B6328
378			
379			
380	533000	16	B6338
381			
382			
383	535000	13	B6353
384			
385	535000	14	B6355
386			
387	535000	16	B6358
388			
389			
390	535001	16	B6358
391			
392			
393	550000	1	
394			
395	550000	14	B6505
396			
397	550000	15	B6507
398			
399	550000	16	B6508
400			

	A
401	B6506 Transportation Maint TD
402	550001 Trans Oper AG Lease Cost
403	16 Trans Oper AG Lease Cost
404	B6508 Transportation AG
405	550002 Trans Oper AG Lease Fuel
406	16 Trans Oper AG Lease Fuel
407	B6508 Transportation AG
408	550003 Trans Oper AG Lease Maint
409	16 Trans Oper AG Lease Maint
410	B6508 Transportation AG
411	556000 Insurance Vehicle
412	16 Ins Vehicle Oper AG
413	B6568 Ins Vehicle AG
414	575000 Misc Oper WT
415	13 Misc Oper WT
416	B6753 Misc Exp Oper WT
417	14 Misc Oper TD
418	B6755 Misc Exp Oper TD
419	16 Misc Oper AG
420	B6758 Misc Exp AG
421	575030 Advertising
422	16 Advertising
423	B6608 Advertising AG
424	575130 Brochures and Handouts
425	16 Brochures and Handouts
426	B6758 Misc Exp AG
427	575242 Co Dues Deduct AWWA
428	16 Co Dues Deduct AWWA
429	B6758 Misc Exp AG
430	575270 Directors Fees
431	16 Directors Fees
432	B6758 Misc Exp AG
433	575275 Discounts Available
434	16 Discounts Available
435	B6758 Misc Exp AG
436	575320 Electricity WT
437	13 Electricity WT
438	B6753 Misc Exp Oper WT
439	14 Electricity TD
440	B6755 Misc Exp Oper TD
441	575400 Bus Servies Proj Exp
442	16 Bus Servies Proj Exp
443	B6758 Misc Exp AG
444	575480 Heat - Oil/Gas WT
445	13 Heat - Oil/Gas WT
446	B6753 Misc Exp Oper WT
447	14 Heat - Oil/Gas TD
448	B6755 Misc Exp Oper TD
449	575490 Injuries and Damages
450	16 Injuries and Damages

	B	C	D	E	F
401	830.43	4,181.51	69.81	646.27	P21
402					
403					
404	1,478.65	5,872.91	3,426.42	33,859.93	P21
405					
406					
407	23,631.28	90,838.35	16,697.35	64,112.20	P21
408					
409					
410	11,120.08	57,679.00	12,151.55	59,183.40	P21
411					
412					
413	2,576.91	10,828.38	0.00	0.00	P21
414					
415					
416	1,052.33	4,165.37	1,039.07	10,647.95	P21
417					
418	3,932.09	13,453.63	3,331.10	13,417.08	P21
419					
420	(221.08)	19,302.36	2,441.31	(37,859.68)	P21
421					
422					
423	3,638.30	8,499.39	5,876.57	24,971.21	P21
424					
425					
426	319.53	726.10	0.00	208.03	P21
427					
428					
429	580.42	6,846.68	553.75	2,870.00	P21
430					
431					
432	2,000.00	4,000.00	2,000.00	4,000.00	P21
433					
434					
435	(365.45)	(1,383.08)	(420.57)	(1,523.12)	P21
436					
437					
438	3,839.23	17,290.42	3,413.45	16,028.07	P21
439					
440	724.61	5,239.94	968.65	4,311.03	P21
441					
442					
443	11,239.33	44,957.32	11,239.33	44,957.32	P21
444					
445					
446	233.31	4,183.17	685.17	5,556.73	P21
447					
448	147.45	2,605.49	659.71	3,024.77	P21
449					
450					

	G	H	I
401	550000	24	B6506
402			
403			
404	550001	16	B6508
405			
406			
407	550002	16	B6508
408			
409			
410	550003	16	B6508
411			
412			
413	556000	16	B6568
414			
415			
416	575000	13	B6753
417			
418	575000	14	B6755
419			
420	575000	16	B6758
421			
422			
423	575030	16	B6608
424			
425			
426	575130	16	B6758
427			
428			
429	575242	16	B6758
430			
431			
432	575270	16	B6758
433			
434			
435	575275	16	B6758
436			
437			
438	575320	13	B6753
439			
440	575320	14	B6755
441			
442			
443	575400	16	B6758
444			
445			
446	575480	13	B6753
447			
448	575480	14	B6755
449			
450			

	A
451	B6758 Misc Exp AG
452	575500 Janitorial WT
453	13 Janitorial WT
454	B6753 Misc Exp Oper WT
455	14 Janitorial TD
456	B6755 Misc Exp Oper TD
457	575545 Lab Supplies WT
458	13 Lab Supplies WT
459	B6753 Misc Exp Oper WT
460	575560 Lobbying Expenses
461	16 Lobbying Expenses
462	B6758 Misc Exp AG
463	575620 Office & Admin Supplies SS
464	11 Office & Admin Supplies SS
465	B6751 Misc Exp Oper SS
466	14 Office & Admin Supplies TD
467	B6755 Misc Exp Oper TD
468	575625 Overnight Shipping AG
469	16 Overnight Shipping AG
470	B6758 Misc Exp AG
471	575640 Penalties Nondeduct
472	16 Penalties Nondeduct
473	B6758 Misc Exp AG
474	575680 Research & Development Exp
475	16 Research & Development Exp
476	B6758 Misc Exp AG
477	575710 Security Service AG
478	16 Security Service AG
479	B6758 Misc Exp AG
480	575715 Software Licenses & Support
481	16 Software Licenses & Support
482	B6758 Misc Exp AG
483	575740 Telephone WT
484	13 Telephone WT
485	B6753 Misc Exp Oper WT
486	14 Telephone TD
487	B6755 Misc Exp Oper TD
488	575780 Trash Removal WT
489	13 Trash Removal WT
490	B6753 Misc Exp Oper WT
491	14 Trash Removal TD
492	B6755 Misc Exp Oper TD
493	575790 Trustee Fees AG
494	16 Trustee Fees AG
495	B6758 Misc Exp AG
496	575820 Uniforms WT
497	13 Uniforms WT
498	B6753 Misc Exp Oper WT
499	14 Uniforms TD
500	B6755 Misc Exp Oper TD

	B	C	D	E	F
451	190.75	2,102.45	1,700.00	1,384.15	P21
452					
453					
454	797.50	3,190.00	797.50	3,190.00	P21
455					
456	398.75	1,595.00	398.75	1,595.00	P21
457					
458					
459	1,756.46	7,831.41	3,113.41	7,337.25	P21
460					
461					
462	0.00	300.00	0.00	15,601.20	P21
463					
464					
465	22.37	22.37	0.00	0.00	P21
466					
467	75.05	484.76	222.60	1,003.33	P21
468					
469					
470	437.38	986.72	201.11	1,048.18	P21
471					
472					
473	0.00	15,460.93	9,644.07	11,864.07	P21
474					
475					
476	965.77	3,863.08	3,019.88	3,716.71	P21
477					
478					
479	13,628.02	55,700.54	14,155.41	60,139.29	P21
480					
481					
482	789.43	1,687.55	578.54	1,197.49	P21
483					
484					
485	3,171.12	13,241.45	671.30	9,541.28	P21
486					
487	2,065.25	8,059.29	441.63	6,426.10	P21
488					
489					
490	136.29	1,067.45	181.84	1,424.31	P21
491					
492	102.64	301.93	96.33	385.65	P21
493					
494					
495	507.38	507.38	0.00	(70.00)	P21
496					
497					
498	(72.50)	2,585.42	544.62	1,678.83	P21
499					
500	83.10	83.10	0.00	0.00	P21

	G	H	I
451	575490	16	B6758
452			
453			
454	575500	13	B6753
455			
456	575500	14	B6755
457			
458			
459	575545	13	B6753
460			
461			
462	575560	16	B6758
463			
464			
465	575620	11	B6751
466			
467	575620	14	B6755
468			
469			
470	575625	16	B6758
471			
472			
473	575640	16	B6758
474			
475			
476	575680	16	B6758
477			
478			
479	575710	16	B6758
480			
481			
482	575715	16	B6758
483			
484			
485	575740	13	B6753
486			
487	575740	14	B6755
488			
489			
490	575780	13	B6753
491			
492	575780	14	B6755
493			
494			
495	575790	16	B6758
496			
497			
498	575820	13	B6753
499			
500	575820	14	B6755

	A
501	575998 PCard Undistributed
502	16 PCard Undistributed
503	B6751 Misc Exp Oper SS
504	P21 Miscellaneous
505	
506	P25 Maintenance Expense
507	620000 Material and Supplies
508	21 Mat and Sup Maint SS
509	B6202 M&S Maint SS
510	23 Mat and Sup Maint WT
511	B6204 M&S Maint WT
512	24 Mat and Sup Maint TD
513	B6206 M&S Maint TD
514	26 Mat and Sup Maint AG
515	B6208 M&S AG
516	635000 Contr Svc-Other Maint WT
517	23 Contr Svc-Other Maint WT
518	B6354 Cont Serv Other Maint WT
519	24 Contr Svc-Other Maint TD
520	B6356 Cont Serv Other Maint TD
521	26 Contr Svc-Other Maint AG
522	B6358 Cont Serv Other AG
523	675000 Misc Maint TD
524	24 Misc Maint TD
525	B6756 Misc Exp Maint TD
526	2410 Misc Maint TD Struct & Imp
527	B6756 Misc Exp Maint TD
528	2435 Misc Maint TD Meters
529	B6756 Misc Exp Maint TD
530	26 Misc Maint AG
531	B6758 Misc Exp AG
532	675110 Maint Exp ARO/Net Neg Sal AG
533	Maint Exp ARO/Net Neg Sal AG
534	B403 Depreciation Exp
535	26 Maint Exp ARO/Net Neg Sal AG
536	B403 Depreciation Exp
537	675450 Office Equipment AG
538	26 Office Equipment AG
539	B6758 Misc Exp AG
540	675650 Paving/Backfill TD
541	24 Paving/Backfill TD
542	B6756 Misc Exp Maint TD
543	P25 Maintenance Expense
544	
545	P27 Depreciation
546	680110 Depr Exp-General
547	Depr Exp-General
548	B403 Depreciation Exp
549	680120 Depr Exp-Amort CIAC Tax
550	Depr Exp-Amort CIAC Tax

	B	C	D	E	F
501					
502					
503	110.63	36.10	(9.83)	0.00	P21
504	147,582.92	586,449.06	120,456.27	541,999.27	
505					
506					
507					
508					
509	13,172.29	48,470.50	6,047.31	32,267.51	P25
510					
511	3,458.82	11,683.82	7,889.11	17,842.80	P25
512					
513	19,509.81	88,634.61	10,306.89	100,328.72	P25
514					
515	436.76	562.63	0.00	(8.65)	P25
516					
517					
518	7,982.75	18,381.56	0.00	0.00	P25
519					
520	0.00	0.00	1,109.82	1,987.03	P25
521					
522	0.00	0.00	130.90	1,943.36	P25
523					
524					
525	0.00	160.60	0.00	0.00	P25
526					
527	0.00	395.46	0.00	0.00	P25
528					
529	973.62	5,274.24	2,380.29	5,293.69	P25
530					
531	5,954.15	25,082.94	4,623.89	19,834.15	P25
532					
533					
534	0.00	0.00	27,864.90	27,864.90	P25
535					
536	33,991.54	135,234.49	0.00	111,767.87	P25
537					
538					
539	0.00	181.19	0.00	0.00	P25
540					
541					
542	(7,158.45)	27,060.90	9,920.66	82,037.32	P25
543	78,321.29	361,122.94	70,273.77	401,158.70	
544					
545					
546					
547					
548	399,365.22	1,593,671.48	409,214.03	1,507,777.36	P27
549					
550					

	G	H	I
501			
502			
503	575998	16	B6751
504			
505			
506			
507			
508			
509	620000	21	B6202
510			
511	620000	23	B6204
512			
513	620000	24	B6206
514			
515	620000	26	B6208
516			
517			
518	635000	23	B6354
519			
520	635000	24	B6356
521			
522	635000	26	B6358
523			
524			
525	675000	24	B6756
526			
527	675000	2410	B6756
528			
529	675000	2435	B6756
530			
531	675000	26	B6758
532			
533			
534	675110		B403
535			
536	675110	26	B403
537			
538			
539	675450	26	B6758
540			
541			
542	675650	24	B6756
543			
544			
545			
546			
547			
548	680110		B403
549			
550			

	A
551	B403 Depreciation Exp
552	680125 Depr Exp-Amort CIAC Non Tax
553	Depr Exp-Amort CIAC Non Tax
554	B403 Depreciation Exp
555	P27 Depreciation
556	
557	P28 Amortization
558	680520 Amort-Capital Leases
559	Amort-Capital Leases
560	B4071 Amort-Ltd Term UP
561	680540 Amort-Reg Asset AFUDC
562	Amort-Reg Asset AFUDC
563	B4071 Amort-Ltd Term UP
564	680620 Amort-Reg Asset
565	Amort-Reg Asset
566	B4071 Amort-Ltd Term UP
567	P28 Amortization
568	
569	P29 General Taxes
570	685100 Utility Reg Assessment Fee
571	Utility Reg Assessment Fee
572	B40810 Tax Oth thn Inc-Reg Asses
573	685200 Property Taxes
574	Property Taxes
575	B40811 Tax Oth thn Inc-Property
576	685320 FUTA
577	FUTA
578	B40812 Tax Oth thn Inc-Payroll T
579	685325 FICA
580	FICA
581	B40812 Tax Oth thn Inc-Payroll T
582	685350 SUTA
583	SUTA
584	B40812 Tax Oth thn Inc-Payroll T
585	685430 Other Taxes and Licenses
586	Other Taxes and Licenses
587	B40813 Tax Oth thn Inc-Other
588	685440 Gross Receipts Tax
589	Gross Receipts Tax
590	B40813 Tax Oth thn Inc-Other
591	P29 General Taxes
592	
593	P30 State Income Taxes
594	690210 SIT-Current
595	SIT-Current
596	B40911 Income Taxes-SIT Oper
597	690213 SIT-Interim Curr
598	SIT-Interim Curr
599	B40911 Income Taxes-SIT Oper
600	690713 Def SIT-Interim Def

	B	C	D	E	F
551	(4,688.54)	(17,748.40)	(10,535.00)	(26,131.10)	P27
552					
553					
554	(9,435.13)	47,406.47	(16,839.70)	(42,085.16)	P27
555	385,241.55	1,623,329.55	381,839.33	1,439,561.10	
556					
557					
558					
559					
560	8,836.11	35,344.44	8,836.11	35,344.44	P28
561					
562					
563	1,779.33	7,874.29	1,214.00	4,856.00	P28
564					
565					
566	98.00	392.00	98.00	392.00	P28
567	10,713.44	43,610.73	10,148.11	40,592.44	
568					
569					
570					
571					
572	8,031.69	24,314.94	5,427.75	20,802.51	P29
573					
574					
575	210,053.48	840,213.92	210,366.13	919,034.23	P29
576					
577					
578	29.17	3,575.71	(449.35)	4,822.68	P29
579					
580					
581	28,485.34	128,372.06	26,479.01	117,880.28	P29
582					
583					
584	12.39	1,637.16	(168.31)	2,353.59	P29
585					
586					
587	27,500.00	84,895.00	29,988.00	110,186.00	P29
588					
589					
590	48,185.08	192,740.32	33,775.67	135,102.68	P29
591	322,297.15	1,275,749.11	305,418.90	1,310,181.97	
592					
593					
594					
595					
596	675.00	0.00	187.00	(603.00)	P30
597					
598					
599	0.00	0.00	20,216.34	4,117.57	P30
600					

	G	H	I
551	680120		B403
552			
553			
554	680125		B403
555			
556			
557			
558			
559			
560	680520		B4071
561			
562			
563	680540		B4071
564			
565			
566	680620		B4071
567			
568			
569			
570			
571			
572	685100		B40810
573			
574			
575	685200		B40811
576			
577			
578	685320		B40812
579			
580			
581	685325		B40812
582			
583			
584	685350		B40812
585			
586			
587	685430		B40813
588			
589			
590	685440		B40813
591			
592			
593			
594			
595			
596	690210		B40911
597			
598			
599	690213		B40911
600			

	A
601	Def SIT-Interim Def
602	B41011 Def Inc Tax-SIT
603	690730 Def SIT-Reg Asset/Liab
604	001 Def SIT-Reg Asset
605	B41011 Def Inc Tax-SIT
606	002 Def SIT-Reg Liab
607	B41011 Def Inc Tax-SIT
608	690750 Def SIT-Other
609	002 Def SIT-Other Liab
610	B41011 Def Inc Tax-SIT
611	P30 State Income Taxes
612	
613	P31 Federal Income Taxes
614	690110 FIT-Current
615	FIT-Current
616	B40910 Income Taxes-FIT Oper
617	690113 FIT-Interim Curr
618	FIT-Interim Curr
619	B40910 Income Taxes-FIT Oper
620	690613 Def FIT-Interim Def
621	Def FIT-Interim Def
622	B41010 Def Inc Tax-FIT
623	690630 Def FIT-Reg Asset/Liab
624	001 Def FIT-Reg Asset
625	B41010 Def Inc Tax-FIT
626	002 Def FIT-Reg Liab
627	B41010 Def Inc Tax-FIT
628	690650 Def FIT-Other
629	002 Def FIT-Other Liab
630	B41010 Def Inc Tax-FIT
631	695220 ITC Restored - 3%
632	ITC Restored - 3%
633	B41211 ITC-Restored
634	695230 ITC Restored - 4%
635	ITC Restored - 4%
636	B41211 ITC-Restored
637	695240 ITC Restored - 10%
638	ITC Restored - 10%
639	B41211 ITC-Restored
640	P31 Federal Income Taxes
641	
642	P39 Interest Income
643	710500 Int Inc-Inside
644	AW46 Int Inc-Inside AW46
645	B419 Interest & Dividend Incom
646	P39 Interest Income
647	
648	P40 AFUDC Equity
649	705100 AFUDC - Equity
650	AFUDC - Equity

	B	C	D	E	F
601					
602	0.00	0.00	(243.00)	(14,852.95)	P30
603					
604					
605	4,862.08	19,448.32	4,516.00	17,769.92	P30
606					
607	34.50	138.00	(617.59)	(2,176.68)	P30
608					
609					
610	13,850.00	0.00	138.00	95.00	P30
611	19,421.58	19,586.32	24,196.75	4,349.86	
612					
613					
614					
615					
616	(724.00)	0.00	1,590.00	302.00	P31
617					
618					
619	0.00	0.00	112,687.40	22,951.65	P31
620					
621					
622	0.00	0.00	(13,830.89)	(122,930.28)	P31
623					
624					
625	42,608.92	170,435.68	40,885.00	163,834.08	P31
626					
627	(2,897.42)	(11,589.68)	(2,887.41)	(11,843.32)	P31
628					
629					
630	113,060.00	0.00	214.00	10.00	P31
631					
632					
633	(258.00)	(1,032.00)	(258.00)	(1,032.00)	P31
634					
635					
636	(397.00)	(1,588.00)	(397.00)	(1,588.00)	P31
637					
638					
639	(5,709.00)	(22,836.00)	(5,709.00)	(22,836.00)	P31
640	145,683.50	133,390.00	132,294.10	26,868.13	
641					
642					
643					
644					
645	0.00	0.00	(24.01)	(5,527.42)	P39
646	0.00	0.00	(24.01)	(5,527.42)	
647					
648					
649					
650					

	G	H	I
601			
602	690713		B41011
603			
604			
605	690730	1	B41011
606			
607	690730	2	B41011
608			
609			
610	690750	2	B41011
611			
612			
613			
614			
615			
616	690110		B40910
617			
618			
619	690113		B40910
620			
621			
622	690613		B41010
623			
624			
625	690630	1	B41010
626			
627	690630	2	B41010
628			
629			
630	690650	2	B41010
631			
632			
633	695220		B41211
634			
635			
636	695230		B41211
637			
638			
639	695240		B41211
640			
641			
642			
643			
644			
645	710500	AW46	B419
646			
647			
648			
649			
650			

	A
651	B420 AFUDC
652	P40 AFUDC Equity
653	
654	P42 M&J Misc Income
655	715111 M&J Revenues-Outside
656	M&J Revenues-Outside
657	B415 M&J Revenues
658	716121 M&J Expenses-Outside
659	M&J Expenses-Outside
660	B416 M&J Expenses
661	716122 M&J Expenses-Inside
662	M&J Expenses-Inside
663	B416 M&J Expenses
664	717110 Misc Non-Util Income-Out
665	Misc Non-Util Income-Out
666	B421 Nonutility Income
667	P42 M&J Misc Income
668	
669	P48 Misc Other Deductions
670	760100 Donations Deduct
671	Donations Deduct
672	B426 Misc Nonutility Expense
673	760200 Other Income Deductions
674	Other Income Deductions
675	B426 Misc Nonutility Expense
676	P48 Misc Other Deductions
677	
678	P50 State Income Taxes
679	780100 SIT-Other Inc & Ded Curr
680	SIT-Other Inc & Ded Curr
681	B40920 Income Taxes-Oth Inc/Ded
682	780113 SIT-BTL Interim Curr
683	SIT-BTL Interim Curr
684	B40920 Income Taxes-Oth Inc/Ded
685	P50 State Income Taxes
686	
687	P51 Federal Income Taxes
688	790100 FIT-Oth Inc & Ded-curr
689	FIT-Oth Inc & Ded-curr
690	B40920 Income Taxes-Oth Inc/Ded
691	790113 FIT-BTL Interim Curr
692	FIT-BTL Interim Curr
693	B40920 Income Taxes-Oth Inc/Ded
694	P51 Federal Income Taxes
695	
696	P56 Interest on LTD
697	810100 Int LTD-Outside Reg
698	Int LTD-Outside Reg
699	B4273 Int Exp-LTD
700	810300 Int Cap Lease-Outside

	B	C	D	E	F
651	(4,526.49)	(8,396.57)	(6,407.09)	(33,597.78)	P40
652	(4,526.49)	(8,396.57)	(6,407.09)	(33,597.78)	
653					
654					
655					
656					
657	(5,035.00)	(14,977.30)	(2,457.00)	(11,852.00)	P42
658					
659					
660	3,707.93	9,335.15	3,449.65	9,380.31	P42
661					
662					
663	0.00	0.00	0.00	5,628.02	P42
664					
665					
666	0.00	0.00	0.00	(4,689.46)	P42
667	(1,327.07)	(5,642.15)	992.65	(1,533.13)	
668					
669					
670					
671					
672	1,084.18	21,734.18	350.00	7,187.50	P48
673					
674					
675	400.00	890.00	270.00	610.00	P48
676	1,484.18	22,624.18	620.00	7,797.50	
677					
678					
679					
680					
681	1,018.00	0.00	0.00	0.00	P50
682					
683					
684	0.00	0.00	(92.47)	(42.95)	P50
685	1,018.00	0.00	(92.47)	(42.95)	
686					
687					
688					
689					
690	(1,091.00)	0.00	0.00	0.00	P51
691					
692					
693	0.00	0.00	(515.44)	(239.39)	P51
694	(1,091.00)	0.00	(515.44)	(239.39)	
695					
696					
697					
698					
699	82,119.91	328,479.60	82,119.89	357,277.37	P56
700					

	G	H	I
651	705100		B420
652			
653			
654			
655			
656			
657	715111		B415
658			
659			
660	716121		B416
661			
662			
663	716122		B416
664			
665			
666	717110		B421
667			
668			
669			
670			
671			
672	760100		B426
673			
674			
675	760200		B426
676			
677			
678			
679			
680			
681	780100		B40920
682			
683			
684	780113		B40920
685			
686			
687			
688			
689			
690	790100		B40920
691			
692			
693	790113		B40920
694			
695			
696			
697			
698			
699	810100		B4273
700			

	A
701	Int Cap Lease-Outside
702	B4273 Int Exp-LTD
703	810400 Int LTD-Inside
704	AW46 Int LTD-Inside AW46
705	B4273 Int Exp-LTD
706	P56 Interest on LTD
707	
708	P57 Amort Debt Exp
709	820100 Amort Debt Disc & Exp
710	Amort Debt Disc & Exp
711	B428 Amort Debt Expense
712	820110 Amort Debt Exp Inside
713	AW46 Amort DExp Inside AW46
714	B428 Amort Debt Expense
715	820110 Amort Debt Exp Inside
716	AW46 Amort DExp Inside AW46
717	P57 Amort Debt Exp
718	
719	P58 Interest on Bank Debt
720	830100 Interest STD Inside
721	AW46 Interest STD Inside
722	B4272 Int Exp-Short Term Debt
723	P58 Interest on Bank Debt
724	
725	P59 Other Interest Exp
726	840000 Other Interest Expense
727	Other Interest Expense
728	B4275 Int Exp-Other
729	P59 Other Interest Exp
730	
731	P60 AFUDC Debt
732	850000 AFUDC Debt
733	AFUDC Debt
734	B420 AFUDC
735	P60 AFUDC Debt
736	
737	P64 Preferred Dividends
738	860100 Div Dec Pref Stk-Outside
739	Div Dec Pref Stk-Outside
740	B437 Dividends Declared - Pref
741	P64 Preferred Dividends
742	
743	P69 Common Dividends
744	860220 Div Decl Com Stk In
745	AW02 Div Decl Com Stk In-AW02
746	B438 Dividends Declared - Com
747	P69 Common Dividends
748	
749	00026 Tennessee-American Water Co.
750	

	B	C	D	E	F
701					
702	7,350.23	31,721.54	8,316.96	35,064.91	P56
703					
704					
705	173,876.83	712,831.15	176,074.67	590,619.19	P56
706	263,346.97	1,073,032.29	266,511.52	982,961.47	
707					
708					
709					
710					
711	926.71	4,117.68	936.53	3,746.12	P57
712					
713					
714	1,447.29	6,314.70	1,453.29	3,415.38	P57
715					
716					
717	2,374.00	10,432.38	2,389.82	7,161.50	
718					
719					
720					
721					
722	19,691.96	129,826.97	46,003.47	231,981.42	P58
723	19,691.96	129,826.97	46,003.47	231,981.42	
724					
725					
726					
727					
728	0.00	0.00	0.00	0.00	P59
729	0.00	0.00	0.00	0.00	
730					
731					
732					
733					
734	(2,560.84)	(4,750.38)	(3,032.49)	(15,903.09)	P60
735	(2,560.84)	(4,750.38)	(3,032.49)	(15,903.09)	
736					
737					
738					
739					
740	5,756.66	23,026.66	5,756.67	23,026.68	P64
741	5,756.66	23,026.66	5,756.67	23,026.68	
742					
743					
744					
745					
746	0.00	412,627.02	0.00	0.00	P69
747	0.00	412,627.02	0.00	0.00	
748					
749	101,288.16	547,109.18	(188,999.95)	(16,920.54)	
750					

	G	H	I
701			
702	810300		B4273
703			
704			
705	810400	AW46	B4273
706			
707			
708			
709			
710			
711	820100		B428
712			
713			
714	820110	AW46	B428
715			
716			
717			
718			
719			
720			
721			
722	830100	AW46	B4272
723			
724			
725			
726			
727			
728	840000		B4275
729			
730			
731			
732			
733			
734	850000		B420
735			
736			
737			
738			
739			
740	860100		B437
741			
742			
743			
744			
745			
746	860220	AW02	B438
747			
748			
749			
750			

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee American Water - Co 26
4	ST Company Level
5	Statistical - Curr & Prior Month & YTD
6	For the Period Ending 04/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	System Delivery
15	System Delivery (T Gallons)
16	Inter Company Sys Delivery (T Gallons)
17	Total System Delivery
18	Water Sales
19	Residential
20	Commercial
21	Industrial
22	Fire Service
23	OPA
24	Resale
25	Miscellaneous
26	Inter Company
27	Total Water Sales
28	Number of Water Customers
29	Residential
30	Commercial
31	Industrial
32	Fire Service
33	OPA
34	Resale
35	Miscellaneous
36	Total Number of Water Customers
37	Number of Sewer Customers
38	Residential
39	Commercial
40	Industrial
41	Fire Service
42	OPA
43	Resale
44	Total Number of Sewer Customers
45	Total Number of Customers
46	
47	System Delivery
48	System Delivery (T Gallons)
49	Inter Company Sys Delivery (T Gallons)
50	Total System Delivery

	B	C	D	E	F	G
1						
2						
3						
4						
5						
6						
7						
8						
9						
10	Current	Current	Actual/	Prior Year	Current/	Current
11	Month	Month	Budget	Month	Prior	YTD
12	Actual	Budget	Variance	Actual	Variance	Actual
13	----------	----------	----------	----------	----------	----------
14						
15	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069
16	0	0	0	0	0	0
17	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069
18						
19	268,828	236,978	31,850	251,028	17,800	1,020,312
20	249,370	234,803	14,567	228,021	21,349	940,502
21	237,292	168,559	68,733	173,837	63,455	734,143
22	0	0	0	0	0	0
23	59,420	48,109	11,311	62,606	(3,186)	225,696
24	78,314	111,493	(33,179)	111,716	(33,402)	373,249
25	0	0	0	0	0	0
26	0	0	0	0	0	0
27	893,223	799,942	93,281	827,208	66,015	3,293,901
28						
29	64,641	64,548	93	64,175	466	64,641
30	8,272	8,331	(59)	8,248	24	8,272
31	125	131	(6)	126	(1)	125
32	1,106	1,056	50	1,074	32	1,106
33	665	646	19	661	4	665
34	9	7	2	9	0	9
35	0	0	0	0	0	0
36	74,818	74,719	99	74,293	525	74,818
37						
38	0	0	0	0	0	0
39	0	0	0	0	0	0
40	0	0	0	0	0	0
41	0	0	0	0	0	0
42	0	0	0	0	0	0
43	0	0	0	0	0	0
44	0	0	0	0	0	0
45	74,818	74,719	99	74,293	525	74,818
46						
47						
48	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069
49	0	0	0	0	0	0
50	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069

	H	I	J	K
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Current	Actual/	Prior	Current/
11	YTD	Budget	YTD	Prior
12	Budget	Variance	Actual	Variance
13	----------	----------	----------	----------
14				
15	4,205,762	131,307	4,389,062	(51,993)
16	0	0	0	0
17	4,205,762	131,307	4,389,062	(51,993)
18				
19	946,517	73,795	1,016,054	4,258
20	952,553	(12,051)	925,546	14,956
21	707,094	27,049	730,179	3,964
22	0	0	0	0
23	211,534	14,162	235,485	(9,789)
24	445,972	(72,723)	361,673	11,576
25	0	0	0	0
26	0	0	0	0
27	3,263,670	30,231	3,268,938	24,963
28				
29	64,548	93	64,175	466
30	8,331	(59)	8,248	24
31	131	(6)	126	(1)
32	1,056	50	1,074	32
33	646	19	661	4
34	7	2	9	0
35	0	0	0	0
36	74,719	99	74,293	525
37				
38	0	0	0	0
39	0	0	0	0
40	0	0	0	0
41	0	0	0	0
42	0	0	0	0
43	0	0	0	0
44	0	0	0	0
45	74,719	99	74,293	525
46				
47				
48	4,205,762	131,307	4,389,062	(51,993)
49	0	0	0	0
50	4,205,762	131,307	4,389,062	(51,993)

	A
51	Water Sales
52	Residential
53	Commercial
54	Industrial
55	Other
56	Inter Company
57	Total Water Sales
58	Number of Water Customers
59	Residential
60	Commercial
61	Industrial
62	Fire Service
63	Other
64	Total Number of Water Customers
65	Number of Sewer Customers
66	Residential
67	Commercial
68	Industrial
69	Fire Service
70	Other
71	Total Number of Sewer Customers
72	Total Number of Customers
73	

	B	C	D	E	F	G
51						
52	268,828	236,978	31,850	251,028	17,800	1,020,312
53	249,370	234,803	14,567	228,021	21,349	940,502
54	237,292	168,559	68,733	173,837	63,455	734,143
55	137,734	159,602	(21,868)	174,322	(36,588)	598,945
56	0	0	0	0	0	0
57	893,223	799,942	93,281	827,208	66,015	3,293,901
58						
59	64,641	64,548	93	64,175	466	64,641
60	8,272	8,331	(59)	8,248	24	8,272
61	125	131	(6)	126	(1)	125
62	1,106	1,056	50	1,074	32	1,106
63	674	653	21	670	4	674
64	74,818	74,719	99	74,293	525	74,818
65						
66	0	0	0	0	0	0
67	0	0	0	0	0	0
68	0	0	0	0	0	0
69	0	0	0	0	0	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0
72	74,818	74,719	99	74,293	525	74,818
73						

	H	I	J	K
51				
52	946,517	73,795	1,016,054	4,258
53	952,553	(12,051)	925,546	14,956
54	707,094	27,049	730,179	3,964
55	657,506	(58,561)	597,159	1,786
56	0	0	0	0
57	3,263,670	30,231	3,268,938	24,963
58				
59	64,548	93	64,175	466
60	8,331	(59)	8,248	24
61	131	(6)	126	(1)
62	1,056	50	1,074	32
63	653	21	670	4
64	74,719	99	74,293	525
65				
66	0	0	0	0
67	0	0	0	0
68	0	0	0	0
69	0	0	0	0
70	0	0	0	0
71	0	0	0	0
72	74,719	99	74,293	525
73				

	A
1	PCDWLD
2	83500 American Water Works Company 1
3	RT026USR Tennessee-American Water-Co 26 06/27/08
4	026BS Total Company (USGAAP) 08:37:18
5	Comparative Balance Sheet
6	For the Period Ending 05/31/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	Description
12	----------
13	ASSETS
14	1 Utility Plant
15	2 Construction work in progress
16	3 Accumulated depreciation
17	4 Utility plant acquisition adjustment
18	5 Other utility plant adjustments
19	6 Sub-total Utility Plant
20	7 Non-Utility property
21	8 Other investments
22	Current Assets
23	10 Cash and cash equivalents
24	11 Temporary investments
25	12 Customer accounts receivable
26	13 Allowance for uncollectible accounts
27	14 Unbilled revenues
28	15 FIT refund due from assoc. companies
29	16 Miscellaneous receivables
30	17 Materials and supplies
31	19 Other
32	20 Sub-total
33	22 Deferred debits
34	23 Debt and preferred stock
35	24 Expense of rate proceeding
36	25 Prelim survey & invest charges
37	26 Reg Asset-income tax recovery
38	27 Other
39	29 Sub-total
40	30 Total Assets
41	32 CAPITAL AND LIABILITIES
42	33 Common Stock
43	34 Paid in capital
44	35 Retained Earnings
45	36 Unearned Compensation
46	37 Reacquired C/S & Accum Comp Inc
47	38 Total common equity
48	
49	39 Preferred stock
50	40 Long term debt

	B	C
1		
2		
3		
4		
5		
6		
7		
8		
9		
10	Current	Prior
11	Year	Year
12	----------	----------
13		
14	202,808,858	192,508,675
15	1,714,634	1,878,222
16	(58,525,620)	(55,307,243)
17	74,850	123,170
18	0	0
19	146,072,722	139,202,824
20	0	0
21	0	(48,320)
22		
23	93,700	300,080
24	0	0
25	2,719,580	2,476,316
26	(242,179)	(354,434)
27	1,839,631	1,610,149
28	206,621	185,741
29	59,759	59,057
30	346,991	365,883
31	524,191	422,616
32	5,548,294	5,065,408
33		
34	169,087	198,529
35	834,063	428,247
36	0	0
37	9,707,961	10,273,253
38	3,938,535	3,719,484
39	14,649,646	14,619,513
40	166,270,662	158,839,425
41		
42	13,754,235	13,754,235
43	15,796,156	8,288,918
44	20,365,306	19,382,048
45	0	0
46	0	0
47	49,915,697	41,425,201
48		
49	1,381,600	1,381,600
50	45,003,407	52,668,004

	A
51	41 Total capitalization
52	42 Current liabilities
53	43 Bank debt
54	44 Current portion of LTD
55	45 Accounts Payable
56	46 Taxes accrued
57	47 Interest accrued
58	48 Customer deposits
59	49 Dividends declared
60	51 Other
61	52 Sub-total
62	
63	
64	54 Deferred credits
65	55 Customer adv. for construction
66	56 Deferred income taxes
67	57 Deferred investment tax credits
68	58 Reg.liab-inc.tax.refund thru rates
69	59 Other
70	60 Sub-total
71	62 Contributions in aid of construction
72	
73	Total capital and liabilities
74	

	B	C
51	96,300,704	95,474,805
52		
53	8,003,098	8,726,625
54	7,664,597	1,144,196
55	993,435	1,262,241
56	3,881,928	2,202,075
57	1,009,179	899,778
58	0	0
59	0	0
60	1,762,234	1,552,232
61	23,314,471	15,787,147
62		
63		
64		
65	7,037,005	5,959,523
66	24,451,230	25,540,652
67	1,084,444	1,160,812
68	2,611,736	3,430,034
69	3,028,031	3,206,072
70	38,212,446	39,297,093
71	8,443,042	8,280,380
72		
73	166,270,663	158,839,425
74		

	A
1	PCDWLD
2	83500 American Water Works Company 1
3	RT026USR Tennessee-American Water-Co 26 05/08/08
4	026BS Total Company (USGAAP) 10:19:26
5	Comparative Balance Sheet
6	For the Period Ending 04/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	Description
12	----------
13	ASSETS
14	1 Utility Plant
15	2 Construction work in progress
16	3 Accumulated depreciation
17	4 Utility plant acquisition adjustment
18	5 Other utility plant adjustments
19	6 Sub-total Utility Plant
20	7 Non-Utility property
21	8 Other investments
22	Current Assets
23	10 Cash and cash equivalents
24	11 Temporary investments
25	12 Customer accounts receivable
26	13 Allowance for uncollectible accounts
27	14 Unbilled revenues
28	15 FIT refund due from assoc. companies
29	16 Miscellaneous receivables
30	17 Materials and supplies
31	19 Other
32	20 Sub-total
33	22 Deferred debits
34	23 Debt and preferred stock
35	24 Expense of rate proceeding
36	25 Prelim survey & invest charges
37	26 Reg Asset-income tax recovery
38	27 Other
39	29 Sub-total
40	30 Total Assets
41	32 CAPITAL AND LIABILITIES
42	33 Common Stock
43	34 Paid in capital
44	35 Retained Earnings
45	36 Unearned Compensation
46	37 Reacquired C/S & Accum Comp Inc
47	38 Total common equity
48	
49	39 Preferred stock
50	40 Long term debt

	B	C
1		
2		
3		
4		
5		
6		
7		
8		
9		
10	Current	Prior
11	Year	Year
12	----------	----------
13		
14	201,792,057	192,248,713
15	1,625,769	930,414
16	(58,115,219)	(54,897,149)
17	74,850	0
18	0	0
19	145,377,457	138,281,978
20	0	0
21	0	74,850
22		
23	261,527	515,643
24	0	0
25	2,701,153	2,434,460
26	(220,333)	(269,553)
27	1,525,889	1,723,967
28	0	178,016
29	52,758	57,306
30	354,020	341,950
31	599,027	622,474
32	5,274,041	5,604,263
33		
34	171,461	200,918
35	808,532	402,240
36	0	0
37	9,755,177	10,317,205
38	3,974,308	3,794,402
39	14,709,478	14,714,765
40	165,360,976	158,675,856
41		
42	13,754,235	13,754,235
43	15,788,918	8,288,918
44	20,113,655	19,438,773
45	0	0
46	0	0
47	49,656,808	41,481,926
48		
49	1,381,600	1,381,600
50	45,015,985	52,678,975

	A
51	41 Total capitalization
52	42 Current liabilities
53	43 Bank debt
54	44 Current portion of LTD
55	45 Accounts Payable
56	46 Taxes accrued
57	47 Interest accrued
58	48 Customer deposits
59	49 Dividends declared
60	51 Other
61	52 Sub-total
62	
63	
64	54 Deferred credits
65	55 Customer adv. for construction
66	56 Deferred income taxes
67	57 Deferred investment tax credits
68	58 Reg.liab-inc.tax.refund thru rates
69	59 Other
70	60 Sub-total
71	62 Contributions in aid of construction
72	
73	Total capital and liabilities
74	

	B	C
51	96,054,393	95,542,501
52		
53	7,502,106	9,303,296
54	7,662,822	1,143,054
55	1,094,643	1,204,176
56	4,002,722	1,949,203
57	743,583	624,700
58	0	0
59	0	0
60	1,620,302	1,214,707
61	22,626,178	15,439,136
62		
63		
64		
65	6,968,196	5,911,187
66	24,237,177	25,581,782
67	1,090,808	1,167,176
68	2,580,306	3,415,230
69	3,410,931	3,382,648
70	38,287,418	39,458,023
71	8,392,985	8,236,196
72		
73	165,360,974	158,675,856
74		

	A		
1	PCDWLD		
2	83410	American Water Works Company	1
3	RT026USR	Tennessee American Water Company	
4	NARUCTB	Trial Balance	08:44:08
5		For the Period Ending 05/31/2008	
6			
7			
8	Description		
9	----------		
10	B01 Utility Plant Original Cost		
11	101000 Land & Ld Rights P		
12	303300 Land & Ld Rights P		
13	B3032 Land & Land Rights SS		
14	303400 Land & Ld Rights WT		
15	B3033 Land & Land Rights WT		
16	303500 Land & Ld Rights TD		
17	B3034 Land & Land Rights TD		
18	303501 Land TD		
19	B3034 Land & Land Rights TD		
20	303502 Rights of Way TD		
21	B3034 Land & Land Rights TD		
22	303600 Land & Land Rights AG		
23	B3035 Land & Land Rights AG		
24	304100 Struct & Imp SS		
25	B3042 Struct & Improve SS		
26	304200 Struct & Imp P		
27	B3042 Struct & Improve SS		
28	304300 Struct & Imp WT		
29	B3043 Struct & Improve WT		
30	304301 Struct & Imp WT Depr Pntng (		
31	B3043 Struct & Improve WT		
32	304400 Struct & Imp TD		
33	B3044 Struct & Improve TD		
34	304500 Struct & Imp AG		
35	B3045 Struct & Improve AG		
36	304510 Struct & Imp AG Cap Lease		
37	B3045 Struct & Improve AG		
38	304600 Struct & Imp Offices		
39	B3045 Struct & Improve AG		
40	304700 Struct & Imp Store,Shop,Gar		
41	B3045 Struct & Improve AG		
42	304800 Struct & Imp Misc		
43	B3045 Struct & Improve AG		
44	306000 Lake, River & Other Intakes		
45	B3062 Lake, River & Other Intak		
46	309000 Supply Mains		
47	B3092 Supply Mains		
48	310000 Power Generation Equip		
49	B3102 Power Generation Equip		
50	310100 Power Generation Equip Other		

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	May	May	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	0.00	73,444.37	0.00	73,444.37	B01
14					
15	0.00	18,009.00	0.00	18,009.00	B01
16					
17	0.00	55,449.65	0.00	55,449.65	B01
18					
19	0.00	140,323.91	0.00	127,323.91	B01
20					
21	0.00	133,093.58	0.00	133,093.58	B01
22					
23	0.00	25,021.90	0.00	25,021.90	B01
24					
25	0.00	9,662.39	0.00	0.00	B01
26					
27	0.00	3,863,561.85	0.00	3,810,529.28	B01
28					
29	0.00	2,012,710.50	0.00	2,001,274.74	B01
30					
31	0.00	1,694,807.62	0.00	1,694,807.62	B01
32					
33	0.00	524,790.43	0.00	510,815.36	B01
34					
35	0.00	49,940.93	0.00	0.00	B01
36					
37	0.00	1,590,500.00	0.00	1,590,500.00	B01
38					
39	0.00	136,173.91	0.00	149,173.91	B01
40					
41	0.00	312,642.38	0.00	312,642.38	B01
42					
43	0.00	657,573.08	0.00	657,573.08	B01
44					
45	0.00	489,122.97	0.00	489,122.97	B01
46					
47	0.00	603,834.40	0.00	602,663.86	B01
48					
49	0.00	227,421.97	0.00	0.00	B01
50					

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	101000	303300	B3032
14			
15	101000	303400	B3033
16			
17	101000	303500	B3034
18			
19	101000	303501	B3034
20			
21	101000	303502	B3034
22			
23	101000	303600	B3035
24			
25	101000	304100	B3042
26			
27	101000	304200	B3042
28			
29	101000	304300	B3043
30			
31	101000	304301	B3043
32			
33	101000	304400	B3044
34			
35	101000	304500	B3045
36			
37	101000	304510	B3045
38			
39	101000	304600	B3045
40			
41	101000	304700	B3045
42			
43	101000	304800	B3045
44			
45	101000	306000	B3062
46			
47	101000	309000	B3092
48			
49	101000	310000	B3102
50			

	A
51	B3102 Power Generation Equip
52	311200 Pump Equip Electric
53	B3112 Pumping Equipment
54	311300 Pump Equip Diesel
55	B3112 Pumping Equipment
56	311500 Pump Equip Other
57	B3112 Pumping Equipment
58	311520 Pumping Equipment SS
59	B3112 Pumping Equipment
60	311530 Pumping Equipment WT
61	B3112 Pumping Equipment
62	320100 WT Equip Non-Media
63	B3203 Water Treatment Equipment
64	330000 Dist Reservoirs & Standpipes
65	B3304 Dist Reservoirs & Standpi
66	330003 Dist Res & Stand Orig Repain
67	B3304 Dist Reservoirs & Standpi
68	330100 Elevated Tanks & Standpipes
69	B3304 Dist Reservoirs & Standpi
70	330400 Clearwell
71	B3304 Dist Reservoirs & Standpi
72	331001 TD Mains Not Classified by S
73	B3314 TD Mains
74	331100 TD Mains 4in & Less
75	B3314 TD Mains
76	331200 TD Mains 6in to 8in
77	B3314 TD Mains
78	331210 TD Mains 6in to 10in (TN)
79	B3314 TD Mains
80	331300 TD Mains 10in to 16in
81	B3314 TD Mains
82	331350 TD Mains 12in & Grtr (TN)
83	B3314 TD Mains
84	331400 TD Mains 18in & Grtr
85	B3314 TD Mains
86	333000 Services
87	B3334 Services
88	334100 Meters
89	B3344 Meters & Meter Installati
90	334110 Meters Bronze Case
91	B3344 Meters & Meter Installati
92	334131 Meters Other-Rem Rdr Unts
93	B3344 Meters & Meter Installati
94	334200 Meter Installations
95	B3344 Meters & Meter Installati
96	335000 Hydrants
97	B3354 Hydrants
98	339200 Other P/E SS
99	B3392 Other Plant & Equip SS
100	339600 Other P/E CPS

	B	C	D	E	F
51	0.00	0.00	0.00	227,421.97	B01
52					
53	(31,143.02)	5,631,195.36	0.00	5,631,195.36	B01
54					
55	0.00	119,296.31	0.00	119,296.31	B01
56					
57	0.00	254,506.81	0.00	254,506.81	B01
58					
59	10,131.34	41,274.36	0.00	0.00	B01
60					
61	31,143.02	0.00	0.00	0.00	B01
62					
63	0.00	12,395,595.34	0.00	12,378,400.21	B01
64					
65	0.00	6,482,504.83	0.00	6,494,146.20	B01
66					
67	0.00	1,711,711.87	0.00	1,637,309.36	B01
68					
69	0.00	1,890,119.28	0.00	1,750,939.70	B01
70					
71	0.00	680,783.96	0.00	680,783.96	B01
72					
73	0.00	1,931,949.74	0.00	1,959,714.31	B01
74					
75	13,283.40	4,753,640.72	0.00	4,674,282.42	B01
76					
77	0.00	1,457.83	0.00	1,457.83	B01
78					
79	108,913.24	60,551,428.31	0.00	59,125,058.01	B01
80					
81	0.00	9,815,098.97	0.00	9,738,520.16	B01
82					
83	0.00	22,898,042.16	0.00	21,721,501.23	B01
84					
85	0.00	651,993.85	0.00	651,239.57	B01
86					
87	895.20	18,256,417.81	0.00	18,039,423.88	B01
88					
89	0.00	4,634,725.06	0.00	4,617,844.73	B01
90					
91	0.00	1,654,078.56	0.00	9,173.39	B01
92					
93	0.00	16,972.52	0.00	0.00	B01
94					
95	0.00	10,123,793.39	0.00	9,078,764.37	B01
96					
97	18,736.23	7,538,381.41	0.00	7,279,427.84	B01
98					
99	0.00	8,526.30	0.00	8,526.30	B01
100					

	G	H	I
51	101000	310100	B3102
52			
53	101000	311200	B3112
54			
55	101000	311300	B3112
56			
57	101000	311500	B3112
58			
59	101000	311520	B3112
60			
61	101000	311530	B3112
62			
63	101000	320100	B3203
64			
65	101000	330000	B3304
66			
67	101000	330003	B3304
68			
69	101000	330100	B3304
70			
71	101000	330400	B3304
72			
73	101000	331001	B3314
74			
75	101000	331100	B3314
76			
77	101000	331200	B3314
78			
79	101000	331210	B3314
80			
81	101000	331300	B3314
82			
83	101000	331350	B3314
84			
85	101000	331400	B3314
86			
87	101000	333000	B3334
88			
89	101000	334100	B3344
90			
91	101000	334110	B3344
92			
93	101000	334131	B3344
94			
95	101000	334200	B3344
96			
97	101000	335000	B3354
98			
99	101000	339200	B3392
100			

	A
101	B3391 Other Plant & Equip Intan
102	340100 Office Furniture & Equip
103	B3405 Office Furniture & Equip
104	340200 Comp & Periph Equip
105	B3405 Office Furniture & Equip
106	340210 Comp & Periph Mainframe
107	B3405 Office Furniture & Equip
108	340220 Comp & Periph Personal
109	B3405 Office Furniture & Equip
110	340230 Comp & Periph Other
111	B3405 Office Furniture & Equip
112	340300 Computer Software
113	B3405 Office Furniture & Equip
114	340310 Comp Software Mainframe
115	B3405 Office Furniture & Equip
116	340320 Comp Software Personal
117	B3405 Office Furniture & Equip
118	340330 Comp Software Other
119	B3405 Office Furniture & Equip
120	340400 Data Handling Equipment
121	B3405 Office Furniture & Equip
122	340500 Other Office Equipment
123	B3405 Office Furniture & Equip
124	341100 Trans Equip Lt Duty Trks
125	B3415 Transportation Equip
126	341200 Trans Equip Hvy Duty Trks
127	B3415 Transportation Equip
128	341300 Trans Equip Autos
129	B3415 Transportation Equip
130	341400 Trans Equip Other
131	B3415 Transportation Equip
132	342000 Stores Equipment
133	B3425 Stores Equipment
134	343000 Tools,Shop,Garage Equip
135	B3435 Tools, Shop, Garage Equip
136	344000 Laboratory Equipment
137	B3445 Laboratory Equipment
138	345000 Power Operated Equipment
139	B3455 Power Operated Equip
140	346100 Comm Equip Non-Telephone
141	B3465 Communication Equip
142	346190 Remote Control & Instrumenta
143	B3465 Communication Equip
144	346200 Comm Equip Telephone
145	B3465 Communication Equip
146	347000 Misc Equipment
147	B3475 Miscellaneous Equip
148	348000 Other Tangible Property
149	B3485 Other Tangible Plant
150	101100 Reg Asset-AFUDC-Debt

	B	C	D	E	F
101	0.00	0.00	0.00	405,131.83	B01
102					
103	0.00	514,291.96	0.00	598,089.22	B01
104					
105	0.00	296,134.25	0.00	308,231.42	B01
106					
107	0.00	603,485.60	0.00	601,115.19	B01
108					
109	0.00	294,990.75	0.00	562,974.17	B01
110					
111	0.00	185,999.92	0.00	200,973.62	B01
112					
113	0.00	412,127.22	0.00	412,127.22	B01
114					
115	0.00	3,535,058.66	0.00	3,535,058.66	B01
116					
117	0.00	190,122.43	0.00	206,244.92	B01
118					
119	0.00	14,221.83	0.00	14,221.83	B01
120					
121	0.00	15,283.88	0.00	15,283.88	B01
122					
123	0.00	89,831.18	0.00	137,210.02	B01
124					
125	0.00	994,716.42	0.00	1,074,346.67	B01
126					
127	0.00	804,262.23	0.00	628,461.01	B01
128					
129	0.00	254,776.59	0.00	254,776.59	B01
130					
131	0.00	320,936.86	0.00	214,418.70	B01
132					
133	0.00	43,392.21	0.00	43,392.21	B01
134					
135	0.00	1,223,384.90	0.00	1,161,050.13	B01
136					
137	0.00	373,029.71	0.00	368,087.87	B01
138					
139	0.00	332,766.90	0.00	332,766.90	B01
140					
141	0.00	352,487.48	0.00	354,831.21	B01
142					
143	38,398.38	64,270.54	0.00	0.00	B01
144					
145	0.00	82,421.72	0.00	152,448.57	B01
146					
147	0.00	1,028,221.40	0.00	1,023,783.00	B01
148					
149	0.00	4,918.13	0.00	4,918.13	B01
150					

	G	H	I
101	101000	339600	B3391
102			
103	101000	340100	B3405
104			
105	101000	340200	B3405
106			
107	101000	340210	B3405
108			
109	101000	340220	B3405
110			
111	101000	340230	B3405
112			
113	101000	340300	B3405
114			
115	101000	340310	B3405
116			
117	101000	340320	B3405
118			
119	101000	340330	B3405
120			
121	101000	340400	B3405
122			
123	101000	340500	B3405
124			
125	101000	341100	B3415
126			
127	101000	341200	B3415
128			
129	101000	341300	B3415
130			
131	101000	341400	B3415
132			
133	101000	342000	B3425
134			
135	101000	343000	B3435
136			
137	101000	344000	B3445
138			
139	101000	345000	B3455
140			
141	101000	346100	B3465
142			
143	101000	346190	B3465
144			
145	101000	346200	B3465
146			
147	101000	347000	B3475
148			
149	101000	348000	B3485
150			

	A
151	Reg Asset-AFUDC-Debt
152	B101 UP In Service
153	106000 Struct & Imp WT
154	304300 Struct & Imp WT
155	B3043 Struct & Improve WT
156	304500 Struct & Imp AG
157	B3045 Struct & Improve AG
158	311500 Pump Equip Other
159	B3112 Pumping Equipment
160	311520 Pumping Equipment SS
161	B3112 Pumping Equipment
162	320100 WT Equip Non-Media
163	B3203 Water Treatment Equipment
164	330003 Dist Res & Stand Orig Repain
165	B3304 Dist Reservoirs & Standpi
166	330100 Elevated Tanks & Standpipes
167	B3304 Dist Reservoirs & Standpi
168	331001 TD Mains Not Classified by S
169	B3314 TD Mains
170	331100 TD Mains 4in & Less
171	B3314 TD Mains
172	331210 TD Mains 6in to 10in (TN)
173	B3314 TD Mains
174	331350 TD Mains 12in & Grtr (TN)
175	B3314 TD Mains
176	333000 Services
177	B3334 Services
178	334100 Meters
179	B3344 Meters & Meter Installati
180	334110 Meters Bronze Case
181	B3344 Meters & Meter Installati
182	334200 Meter Installations
183	B3344 Meters & Meter Installati
184	335000 Hydrants
185	B3354 Hydrants
186	340100 Office Furniture & Equip
187	B3405 Office Furniture & Equip
188	340220 Comp & Periph Personal
189	B3405 Office Furniture & Equip
190	340230 Comp & Periph Other
191	B3405 Office Furniture & Equip
192	341200 Trans Equip Hvy Duty Trks
193	B3415 Transportation Equip
194	343000 Tools,Shop,Garage Equip
195	B3435 Tools, Shop, Garage Equip
196	344000 Laboratory Equipment
197	B3445 Laboratory Equipment
198	346190 Remote Control & Instrumenta
199	B3465 Communication Equip
200	346200 Comm Equip Telephone

	B	C	D	E	F
151					
152	0.00	46,099.00	0.00	46,099.00	B01
153					
154					
155	0.00	0.00	11,902.45	11,902.45	B01
156					
157	0.00	127,957.21	0.00	0.00	B01
158					
159	0.00	13,556.55	0.00	0.00	B01
160					
161	(10,131.34)	90,154.73	0.00	0.00	B01
162					
163	355,753.59	429,853.77	0.00	0.00	B01
164					
165	(3.01)	287,534.61	0.00	72,817.13	B01
166					
167	28.99	6,917.03	12,233.00	29,769.63	B01
168					
169	0.00	553.86	0.00	0.00	B01
170					
171	(21,471.03)	89,507.23	1,539.44	3,920.74	B01
172					
173	30,661.22	1,733,994.21	153,765.07	198,739.07	B01
174					
175	46,303.02	1,113,204.31	50,106.49	162,197.63	B01
176					
177	96,281.76	977,265.27	10,252.71	550,620.92	B01
178					
179	1,524.49	13,349.75	0.00	121,855.26	B01
180					
181	273,737.20	273,827.82	0.00	0.00	B01
182					
183	84,957.15	138,828.53	498.80	342,175.44	B01
184					
185	10,020.49	250,684.20	19,664.23	28,255.70	B01
186					
187	0.00	4,019.04	0.00	0.00	B01
188					
189	0.00	24,981.25	0.00	0.00	B01
190					
191	(68.56)	32,131.30	0.00	0.00	B01
192					
193	(2,608.08)	379,752.00	0.00	0.00	B01
194					
195	0.00	4,661.96	0.00	0.00	B01
196					
197	(69.62)	8,124.40	0.00	0.00	B01
198					
199	(38,398.38)	0.00	0.00	0.00	B01
200					

	G	H	I
151			
152	101100		B101
153			
154			
155	106000	304300	B3043
156			
157	106000	304500	B3045
158			
159	106000	311500	B3112
160			
161	106000	311520	B3112
162			
163	106000	320100	B3203
164			
165	106000	330003	B3304
166			
167	106000	330100	B3304
168			
169	106000	331001	B3314
170			
171	106000	331100	B3314
172			
173	106000	331210	B3314
174			
175	106000	331350	B3314
176			
177	106000	333000	B3334
178			
179	106000	334100	B3344
180			
181	106000	334110	B3344
182			
183	106000	334200	B3344
184			
185	106000	335000	B3354
186			
187	106000	340100	B3405
188			
189	106000	340220	B3405
190			
191	106000	340230	B3405
192			
193	106000	341200	B3415
194			
195	106000	343000	B3435
196			
197	106000	344000	B3445
198			
199	106000	346190	B3465
200			

	A
201	B3465 Communication Equip
202	347000 Misc Equipment
203	B3475 Miscellaneous Equip
204	B01 Utility Plant Original Cost
205	
206	B02 CWIP
207	105050 CWIP Accr-Infra
208	21 CWIP Accr-Infra
209	B105 CWIP
210	31 CWIP Accr-Plant
211	B105 CWIP
212	105110 CWIP History
213	1 CWIP History
214	B105 CWIP
215	31 CWIP History-Plant
216	B105 CWIP
217	105125 CWIP Permits & Fees
218	1 CWIP Permits & Fees
219	B105 CWIP
220	21 CWIP Permits-Infrastr
221	B105 CWIP
222	105150 CWIP M&S & Purchases
223	CWIP M&S & Purchases
224	B105 CWIP
225	1 CWIP M&S & Purchases
226	B105 CWIP
227	11 CWIP M & S-Bldgs
228	B105 CWIP
229	21 CWIP M & S-Infrastr
230	B105 CWIP
231	31 CWIP M & S-Plant
232	B105 CWIP
233	105175 CWIP Professional Services
234	1 CWIP Professional Services
235	B105 CWIP
236	21 CWIP Prof Svc-Infrastr
237	B105 CWIP
238	31 CWIP Prof Svc-Plant
239	B105 CWIP
240	105200 CWIP Co Labor
241	1 CWIP Co Labor
242	B105 CWIP
243	21 CWIP Co Labor-Infrastr
244	B105 CWIP
245	31 CWIP Co Labor-Plant
246	B105 CWIP
247	105250 CWIP Co Labor OH
248	1 CWIP Co Labor OH
249	B105 CWIP
250	21 CWIP Labor OH-Infrastr

	B	C	D	E	F
201	0.00	3,282.27	0.00	0.00	B01
202					
203	(74.78)	65,905.33	0.00	0.00	B01
204	1,016,800.90	202,808,857.99	259,962.19	192,508,675.47	
205					
206					
207					
208					
209	117,857.58	139,222.39	38,028.00	348,600.01	B02
210					
211	(134,222.16)	134,269.28	757.00	7,805.31	B02
212					
213					
214	0.00	873,391.07	877,455.00	873,391.07	B02
215					
216	0.00	4,063.93	0.00	4,063.93	B02
217					
218					
219	0.00	139,371.47	0.00	139,371.47	B02
220					
221	5,054.00	584,512.36	50.00	491,706.93	B02
222					
223					
224	0.00	(512.98)	349.72	349.72	B02
225					
226	0.00	11,775,885.53	(877,455.00)	11,775,885.53	B02
227					
228	0.00	48,681.22	0.00	48,681.22	B02
229					
230	213,332.56	10,065,331.60	360,273.02	7,636,689.06	B02
231					
232	338,794.64	6,171,019.70	126,992.44	5,009,753.09	B02
233					
234					
235	0.00	7,762.52	0.00	7,762.52	B02
236					
237	0.00	208,326.55	1,776.07	206,995.52	B02
238					
239	0.00	3,557.81	0.00	3,118.50	B02
240					
241					
242	0.00	2,132,747.00	0.00	2,132,747.00	B02
243					
244	47,587.16	3,206,437.34	53,440.77	2,582,826.24	B02
245					
246	0.00	689,733.13	0.00	679,472.74	B02
247					
248					
249	0.00	1,536,397.70	0.00	1,536,572.87	B02
250					

	G	H	I
201	106000	346200	B3465
202			
203	106000	347000	B3475
204			
205			
206			
207			
208			
209	105050	21	B105
210			
211	105050	31	B105
212			
213			
214	105110	1	B105
215			
216	105110	31	B105
217			
218			
219	105125	1	B105
220			
221	105125	21	B105
222			
223			
224	105150		B105
225			
226	105150	1	B105
227			
228	105150	11	B105
229			
230	105150	21	B105
231			
232	105150	31	B105
233			
234			
235	105175	1	B105
236			
237	105175	21	B105
238			
239	105175	31	B105
240			
241			
242	105200	1	B105
243			
244	105200	21	B105
245			
246	105200	31	B105
247			
248			
249	105250	1	B105
250			

	A
251	B105 CWIP
252	31 CWIP Labor OH-Plant
253	B105 CWIP
254	105260 CWIP Overhead
255	1 CWIP Overhead
256	B105 CWIP
257	11 CWIP Overhead-Bldgs
258	B105 CWIP
259	21 CWIP Overhead-Infrastr
260	B105 CWIP
261	31 CWIP Overhead-Plant
262	B105 CWIP
263	105270 CWIP AWWSC Chg-Infrastr
264	21 CWIP AWWSC Chg-Infrastr
265	B105 CWIP
266	31 CWIP AWWSC Chg-Plant
267	B105 CWIP
268	105275 CWIP Contracted Services
269	1 CWIP Contracted Services
270	B105 CWIP
271	21 CWIP Contr Svc-Infrastr
272	B105 CWIP
273	31 CWIP Contr Svc-Plant
274	B105 CWIP
275	105280 CWIP Retainage
276	1 CWIP Retainage
277	B105 CWIP
278	21 CWIP Retainage-Infrastr
279	B105 CWIP
280	105300 CWIP Paving
281	1 CWIP Paving
282	B105 CWIP
283	21 CWIP Paving-Infrastr
284	B105 CWIP
285	105350 CWIP AFUDC Debt
286	1 CWIP AFUDC Debt
287	B105 CWIP
288	21 CWIP AFUDC Debt-Infrastr
289	B105 CWIP
290	31 CWIP AFUDC Debt-Plant
291	B105 CWIP
292	105375 CWIP AFUDC Equity
293	1 CWIP AFUDC Equity
294	B105 CWIP
295	21 CWIP AFUDC Eqty-Infrastr
296	B105 CWIP
297	31 CWIP AFUDC Eqty-Plant
298	B105 CWIP
299	105390 CWIP Trans Prior Yr Chgs
300	1 CWIP Trans Prior Yr Chgs

	B	C	D	E	F
251	32,042.35	2,198,093.54	33,124.74	1,745,574.97	B02
252					
253	0.00	266,900.59	0.00	266,699.32	B02
254					
255					
256	0.00	565,577.28	0.00	565,577.28	B02
257					
258	0.00	7,590.50	0.00	7,590.50	B02
259					
260	9,671.33	5,183,319.60	169,404.98	4,339,800.12	B02
261					
262	46,417.01	1,032,127.94	36,959.82	745,249.41	B02
263					
264					
265	0.00	362,970.21	0.00	358,299.84	B02
266					
267	7,963.03	107,955.40	2,035.14	67,227.48	B02
268					
269					
270	0.00	8,050,346.99	0.00	8,050,346.99	B02
271					
272	197,105.57	27,378,013.55	332,017.28	23,011,822.85	B02
273					
274	206,005.95	5,024,593.12	19,214.08	3,659,806.78	B02
275					
276					
277	0.00	24,826.46	0.00	24,826.46	B02
278					
279	0.00	75,944.12	0.00	75,944.12	B02
280					
281					
282	0.00	81,374.39	0.00	81,374.39	B02
283					
284	11,110.63	904,853.38	25,887.89	733,684.68	B02
285					
286					
287	0.00	323,399.93	0.00	323,399.93	B02
288					
289	219.77	205,825.59	2,590.67	197,694.33	B02
290					
291	3,116.33	295,364.73	661.71	281,816.51	B02
292					
293					
294	0.00	329,891.24	0.00	329,891.24	B02
295					
296	237.77	242,409.48	3,350.59	233,612.11	B02
297					
298	3,371.92	306,819.27	855.80	292,159.97	B02
299					
300					

	G	H	I
251	105250	21	B105
252			
253	105250	31	B105
254			
255			
256	105260	1	B105
257			
258	105260	11	B105
259			
260	105260	21	B105
261			
262	105260	31	B105
263			
264			
265	105270	21	B105
266			
267	105270	31	B105
268			
269			
270	105275	1	B105
271			
272	105275	21	B105
273			
274	105275	31	B105
275			
276			
277	105280	1	B105
278			
279	105280	21	B105
280			
281			
282	105300	1	B105
283			
284	105300	21	B105
285			
286			
287	105350	1	B105
288			
289	105350	21	B105
290			
291	105350	31	B105
292			
293			
294	105375	1	B105
295			
296	105375	21	B105
297			
298	105375	31	B105
299			
300			

	A
301	B105 CWIP
302	21 CWIP Tran PY Chg-Infrastr
303	B105 CWIP
304	105390 CWIP Tran PY Chg-Plant
305	31 CWIP Tran PY Chg-Plant
306	B105 CWIP
307	105900 CWIP Transfer to UPIS
308	CWIP Transfer to UPIS
309	B105 CWIP
310	1 CWIP Transfer to UPIS
311	B105 CWIP
312	21 CWIP Tran UPIS-Infrastr
313	B105 CWIP
314	31 CWIP Tran UPIS-Plant
315	B105 CWIP
316	B02 CWIP
317	
318	B03 Accumulated Depreciation
319	108105 AD UPIS-Acc Depr-Not Classifd
320	AD UPIS-Acc Depr-Not Classif
321	B1081 Accu Depr-UP in Serv
322	01 AD UPIS-AccDepr-Oper Bldgs
323	B1081 Accu Depr-UP in Serv
324	02 AD UPIS-AccDepr-Admin Bldgs
325	B1081 Accu Depr-UP in Serv
326	04 AD UPIS-AccDepr-Fin Leases
327	B1081 Accu Depr-UP in Serv
328	05 AD UPIS-AccDepr-Infrastructu
329	B1081 Accu Depr-UP in Serv
330	06 AD UPIS-AccDepr-Op Water Pro
331	B1081 Accu Depr-UP in Serv
332	07 AD UPIS-AccDepr-Oth Op Equip
333	B1081 Accu Depr-UP in Serv
334	08 AD UPIS-AccDepr-Office Equip
335	B1081 Accu Depr-UP in Serv
336	108110 AD UPIS-Removal Cost
337	AD UPIS-Removal Cost
338	B1081 Accu Depr-UP in Serv
339	108115 AD UPIS-Salvage
340	AD UPIS-Salvage
341	B1081 Accu Depr-UP in Serv
342	108120 AD UPIS-Scrap Meters
343	AD UPIS-Scrap Meters
344	B1081 Accu Depr-UP in Serv
345	108125 AD UPIS-Salv Ins Rec
346	AD UPIS-Salv Ins Rec
347	B1081 Accu Depr-UP in Serv
348	108130 AD UPIS-Salv Rtrn Stk
349	AD UPIS-Salv Rtrn Stk
350	B1081 Accu Depr-UP in Serv

	B	C	D	E	F
301	0.00	58,009.12	0.00	58,009.12	B02
302					
303	0.00	(348,002.73)	0.00	(348,002.73)	B02
304					
305					
306	0.00	42,429.68	0.00	42,429.68	B02
307					
308					
309	0.00	(553.86)	0.00	0.00	B02
310					
311	0.00	(25,780,055.89)	0.00	(25,780,055.89)	B02
312					
313	(663,809.78)	(51,184,438.64)	(248,059.74)	(41,386,161.26)	B02
314					
315	(352,991.12)	(11,761,148.87)	(11,902.45)	(9,586,189.28)	B02
316	88,864.54	1,714,633.74	947,807.53	1,878,221.65	
317					
318					
319					
320					
321	0.00	(42,266,608.78)	0.00	(42,263,077.51)	B03
322					
323	(32,257.60)	(2,084,072.43)	(32,429.12)	(1,698,329.73)	B03
324					
325	(4,133.66)	(234,414.49)	(4,243.49)	(188,261.43)	B03
326					
327	(513.07)	(3,304.96)	0.00	0.00	B03
328					
329	(160,997.40)	(10,060,451.81)	(154,910.24)	(8,111,277.03)	B03
330					
331	(82,624.36)	(4,766,723.16)	(79,208.62)	(3,804,532.25)	B03
332					
333	(42,263.30)	(2,409,613.37)	(42,585.15)	(1,887,978.90)	B03
334					
335	(78,678.06)	(4,137,252.09)	(82,462.59)	(3,257,281.79)	B03
336					
337					
338	0.00	670,400.56	0.00	670,400.56	B03
339					
340					
341	0.00	(37,006.15)	0.00	(3,932.37)	B03
342					
343					
344	0.00	(48,539.51)	(5,320.99)	(48,539.51)	B03
345					
346					
347	0.00	(33,331.94)	0.00	(33,331.94)	B03
348					
349					
350	0.00	(20,799.10)	0.00	(20,799.10)	B03

	G	H	I
301	105390	1	B105
302			
303	105390	21	B105
304			
305			
306	105390	31	B105
307			
308			
309	105900		B105
310			
311	105900	1	B105
312			
313	105900	21	B105
314			
315	105900	31	B105
316			
317			
318			
319			
320			
321	108105		B1081
322			
323	108105	1	B1081
324			
325	108105	2	B1081
326			
327	108105	4	B1081
328			
329	108105	5	B1081
330			
331	108105	6	B1081
332			
333	108105	7	B1081
334			
335	108105	8	B1081
336			
337			
338	108110		B1081
339			
340			
341	108115		B1081
342			
343			
344	108120		B1081
345			
346			
347	108125		B1081
348			
349			
350	108130		B1081

	A
351	108135 AD UPIS-Salv Trade-In
352	AD UPIS-Salv Trade-In
353	B1081 Accu Depr-UP in Serv
354	108140 AD UPIS-Salv Sale
355	AD UPIS-Salv Sale
356	B1081 Accu Depr-UP in Serv
357	108145 AD UPIS-Orig Cost-Not Classifd
358	AD UPIS-Orig Cost-Not Classi
359	B1081 Accu Depr-UP in Serv
360	108190 Acc Depr Reg Asset
361	Acc Depr Reg Asset
362	B1081 Accu Depr-UP in Serv
363	110110 Acc Amort UP Cap Lease
364	Acc Amort UP Cap Lease
365	B1101 Accu Amort-UP in Serv
366	B03 Accumulated Depreciation
367	
368	B04 UPAA
369	114300 UPAA Post 1/1/06
370	UPAA Post 1/1/06
371	B114 UPAA
372	B04 UPAA
373	
374	B08 Other Investments
375	123140 Goodwill
376	Goodwill
377	B123 Investment in Assoc Co
378	B08 Other Investments
379	
380	B10 Cash & Cash Equivalents
381	131326 First Union Bank
382	001 First Union Bank
383	B1312 Cash in Bank
384	002 SunTrust
385	B1312 Cash in Bank
386	003 BB&T
387	B1312 Cash in Bank
388	004 Deutsche Bank
389	B1312 Cash in Bank
390	005 Cash-Mellon Lockbox
391	B1312 Cash in Bank
392	131998 Cash Clear-NSF Checks
393	001 Cash Clear-NSF Checks
394	B1312 Cash in Bank
395	003 Cash Clear-Misc DR/CR
396	B1312 Cash in Bank
397	004 Cash Clear-MI's
398	B1312 Cash in Bank
399	005 Cash Clear-ORCOM
400	B1312 Cash in Bank

	B	C	D	E	F
351					
352					
353	0.00	(27,975.00)	0.00	(27,975.00)	B03
354					
355					
356	0.00	(9,860.00)	0.00	(9,860.00)	B03
357					
358					
359	0.00	8,022,537.55	0.00	6,348,929.24	B03
360					
361					
362	(98.00)	(18,272.18)	(98.00)	(17,096.18)	B03
363					
364					
365	(8,836.11)	(1,060,333.20)	(8,836.11)	(954,299.88)	B03
366	(410,401.56)	(58,525,620.06)	(410,094.31)	(55,307,242.82)	
367					
368					
369					
370					
371	0.00	74,850.17	123,170.17	123,170.17	B04
372	0.00	74,850.17	123,170.17	123,170.17	
373					
374					
375					
376					
377	0.00	0.00	(123,170.17)	(48,320.00)	B08
378	0.00	0.00	(123,170.17)	(48,320.00)	
379					
380					
381					
382					
383	0.00	0.00	0.00	0.00	B10
384					
385	(25.97)	3,553.73	0.00	8,715.11	B10
386					
387	0.00	0.00	0.00	0.00	B10
388					
389	(12,696.08)	(16,199.87)	(15,218.46)	145,028.15	B10
390					
391	(153,765.99)	106,885.54	0.00	0.00	B10
392					
393					
394	(635.37)	(319.34)	202.17	202.17	B10
395					
396	22.57	0.00	0.00	(57.45)	B10
397					
398	0.00	23.62	0.00	0.00	B10
399					
400	0.00	0.00	(24.00)	48.84	B10

	G	H	I
351			
352			
353	108135		B1081
354			
355			
356	108140		B1081
357			
358			
359	108145		B1081
360			
361			
362	108190		B1081
363			
364			
365	110110		B1101
366			
367			
368			
369			
370			
371	114300		B114
372			
373			
374			
375			
376			
377	123140		B123
378			
379			
380			
381			
382			
383	131326	1	B1312
384			
385	131326	2	B1312
386			
387	131326	3	B1312
388			
389	131326	4	B1312
390			
391	131326	5	B1312
392			
393			
394	131998	1	B1312
395			
396	131998	3	B1312
397			
398	131998	4	B1312
399			
400	131998	5	B1312

	A
401	006 Cash Clear-Interco
402	B1312 Cash in Bank
403	008 Cash Clear-General
404	B1312 Cash in Bank
405	009 Cash Clear-ARC DR/CR
406	B1312 Cash in Bank
407	134100 Petty Cash
408	Petty Cash
409	B134 Working Funds
410	B10 Cash & Cash Equivalents
411	
412	B12 Customer Accounts Receivable
413	141000 Customer A/R
414	Customer A/R
415	B141 Customer Accts Receivable
416	141999 Customer A/R Clearing
417	Customer A/R Clearing
418	B141 Customer Accts Receivable
419	B12 Customer Accounts Receivable
420	
421	B13 Allowance for Uncollectible A/
422	143000 Accum prov-uncoll accts
423	Accum prov-uncoll accts
424	B143 Accu Prov for Uncollectib
425	B13 Allowance for Uncollectible A/
426	
427	B14 Accrued Utility Revenue
428	144000 Accrued Utility Revenue
429	Accrued Utility Revenue
430	B173 Accrued Utility Revenues
431	B14 Accrued Utility Revenue
432	
433	B15 FIT Refund Due From Assoc Co
434	145000 FIT Refund Receivable
435	FIT Refund Receivable
436	B142 Other Accounts Receivable
437	145100 SIT Refund Receivable
438	SIT Refund Receivable
439	B142 Other Accounts Receivable
440	B15 FIT Refund Due From Assoc Co
441	
442	B16 Miscellaneous Receivables
443	146100 Misc A/R-System
444	Misc A/R-System
445	B142 Other Accounts Receivable
446	001 Misc A/R-Manual
447	B142 Other Accounts Receivable
448	146115 Misc A/R-Medicare Subsidy
449	Misc A/R-Medicare Subsidy
450	B142 Other Accounts Receivable

	B	C	D	E	F
401					
402	(726.20)	(444.12)	(756.09)	(1,200.19)	B10
403					
404	0.00	0.00	(199,831.44)	147,070.07	B10
405					
406	0.00	0.00	64.95	64.95	B10
407					
408					
409	0.00	200.00	0.00	208.00	B10
410	(167,827.04)	93,699.56	(215,562.87)	300,079.65	
411					
412					
413					
414					
415	18,344.09	2,719,579.95	41,762.14	2,476,337.84	B12
416					
417					
418	83.33	0.00	93.79	(21.73)	B12
419	18,427.42	2,719,579.95	41,855.93	2,476,316.11	
420					
421					
422					
423					
424	(21,846.09)	(242,179.23)	(84,881.00)	(354,433.65)	B13
425	(21,846.09)	(242,179.23)	(84,881.00)	(354,433.65)	
426					
427					
428					
429					
430	313,742.12	1,839,631.06	(113,817.87)	1,610,148.84	B14
431	313,742.12	1,839,631.06	(113,817.87)	1,610,148.84	
432					
433					
434					
435					
436	16,040.00	16,634.00	6,549.92	6,549.92	B15
437					
438					
439	(14,959.00)	189,987.00	1,175.07	179,191.06	B15
440	1,081.00	206,621.00	7,724.99	185,740.98	
441					
442					
443					
444					
445	3,051.69	30,266.96	(2,758.39)	22,860.21	B16
446					
447	(3,883.23)	0.00	0.00	0.00	B16
448					
449					
450	7,832.52	33,896.52	11,595.00	35,768.35	B16

	G	H	I
401			
402	131998	6	B1312
403			
404	131998	8	B1312
405			
406	131998	9	B1312
407			
408			
409	134100		B134
410			
411			
412			
413			
414			
415	141000		B141
416			
417			
418	141999		B141
419			
420			
421			
422			
423			
424	143000		B143
425			
426			
427			
428			
429			
430	144000		B173
431			
432			
433			
434			
435			
436	145000		B142
437			
438			
439	145100		B142
440			
441			
442			
443			
444			
445	146100		B142
446			
447	146100	1	B142
448			
449			
450	146115		B142

	A
451	146120 Misc A/R-Collections by Others
452	Misc A/R-Collections by Othe
453	B142 Other Accounts Receivable
454	146370 Accum prov-uncoll misc a/r
455	Accum prov-uncoll misc a/r
456	B142 Other Accounts Receivable
457	146500 A/R Assoc Cos
458	SLPP A/R Assoc Cos-SLPP
459	B145 A/R from Assoc Co
460	B16 Miscellaneous Receivables
461	
462	B17 Materials & Supplies
463	151100 Plant Material
464	Plant Material
465	B151 Plant Material & Supplies
466	151300 Chemicals
467	Chemicals
468	B151 Plant Material & Supplies
469	B17 Materials & Supplies
470	
471	B19 Prepayments
472	165100 Prepaid Taxes
473	Prepaid Taxes
474	B162 Prepayments
475	165200 Prepaid Insurance
476	Prepaid Insurance
477	B162 Prepayments
478	165300 Prepaid PUC/PSC Assessments
479	Prepaid PUC/PSC Assessments
480	B162 Prepayments
481	165500 Prepaid Other
482	Prepaid Other
483	B162 Prepayments
484	174100 Deferred Vacation Pay
485	Deferred Vacation Pay
486	B174 Misc Current & Accr Asset
487	174200 Curr State Def Tax
488	Curr State Def Tax
489	B174 Misc Current & Accr Asset
490	174300 Curr Fed Def Tax
491	Curr Fed Def Tax
492	B174 Misc Current & Accr Asset
493	B19 Prepayments
494	
495	B23 Debt & Preferred Stock Exp
496	181110 Unamort Debt Exp-Out
497	Unamort Debt Exp-Out
498	B181 Unamort Debt Expense
499	181120 Unamort Debt Exp-In
500	AW46 Unamort Debt AW46

	B	C	D	E	F
451					
452					
453	0.00	0.00	0.00	0.00	B16
454					
455					
456	0.00	(5,936.62)	0.00	(1,292.05)	B16
457					
458					
459	0.00	1,532.23	(7,085.89)	1,720.15	B16
460	7,000.98	59,759.09	1,750.72	59,056.66	
461					
462					
463					
464					
465	(26,218.44)	248,116.33	21,055.43	291,692.86	B17
466					
467					
468	19,189.82	98,874.63	2,877.26	74,190.32	B17
469	(7,028.62)	346,990.96	23,932.69	365,883.18	
470					
471					
472					
473					
474	(48,185.08)	48,185.13	(33,775.67)	33,775.67	B19
475					
476					
477	(42,083.85)	112,794.97	(48,702.19)	113,066.72	B19
478					
479					
480	(7,163.71)	44,070.10	(6,336.24)	37,994.25	B19
481					
482					
483	22,596.44	68,455.11	(111,044.44)	28,464.30	B19
484					
485					
486	0.00	174,657.23	0.00	133,286.59	B19
487					
488					
489	0.00	12,599.00	0.00	12,599.00	B19
490					
491					
492	0.00	63,429.00	0.00	63,429.00	B19
493	(74,836.20)	524,190.54	(199,858.54)	422,615.53	
494					
495					
496					
497					
498	(926.71)	58,744.26	(936.53)	70,343.04	B23
499					
500					

	G	H	I
451			
452			
453	146120		B142
454			
455			
456	146370		B142
457			
458			
459	146500	SLPP	B145
460			
461			
462			
463			
464			
465	151100		B151
466			
467			
468	151300		B151
469			
470			
471			
472			
473			
474	165100		B162
475			
476			
477	165200		B162
478			
479			
480	165300		B162
481			
482			
483	165500		B162
484			
485			
486	174100		B174
487			
488			
489	174200		B174
490			
491			
492	174300		B174
493			
494			
495			
496			
497			
498	181110		B181
499			
500			

	A
501	B181 Unamort Debt Expense
502	181121 Unamort Debt AW46 NoIAS
503	AW46 Unamort Debt AW46 NoIAS
504	B181 Unamort Debt Expense
505	B23 Debt & Preferred Stock Exp
506	
507	B24 Deferred Rate Proceedings
508	182000 Deferred Rate Proceedings
509	Deferred Rate Proceedings
510	B1861 Deferred Rate Case
511	182000 Deferred Rate Proceedings
512	Deferred Rate Proceedings
513	B24 Deferred Rate Proceedings
514	
515	B25 Preliminary Survey & Invest
516	183000 Prelim Survey & Invest
517	Prelim Survey & Invest
518	B183 Prelim Survey & Invest
519	B25 Preliminary Survey & Invest
520	
521	B26 Deferred Regulatory Asset
522	186030 Reg Asset-AFUDC-Eq-CWIP
523	Reg Asset-AFUDC-Eq-CWIP
524	B1862 Other Deferred Debits
525	186035 Reg Asset-AFUDC-Equity
526	Reg Asset-AFUDC-Equity
527	B1862 Other Deferred Debits
528	186040 Reg Asset-Plt Flow-Diff
529	Reg Asset-Plt Flow-Diff
530	B1862 Other Deferred Debits
531	186045 Reg Asset-Other
532	Reg Asset-Other
533	B1862 Other Deferred Debits
534	186051 Reg Asset-St Tax Chg
535	Reg Asset-St Tax Chg
536	B1862 Other Deferred Debits
537	186055 Reg Asset-Accum Amort
538	Reg Asset-Accum Amort
539	B1862 Other Deferred Debits
540	B26 Deferred Regulatory Asset
541	
542	B27 Other Deferred Debits
543	183280 DEF-Customer Service Project
544	DEF-Customer Service Project
545	B183 Prelim Survey & Invest
546	183281 DEF-Financial Services Project
547	DEF-Financial Services Proje
548	B183 Prelim Survey & Invest
549	184100 Eng Clearing Dist OH
550	Eng Clearing Dist OH

	B	C	D	E	F
501	(417.08)	14,180.72	(417.06)	19,184.90	B23
502					
503					
504	(1,030.21)	96,161.95	(1,036.23)	109,000.58	B23
505	(2,374.00)	169,086.93	(2,389.82)	198,528.52	
506					
507					
508					
509					
510	25,531.28	834,063.47	26,007.41	428,246.91	B24
511					
512					
513	25,531.28	834,063.47	26,007.41	428,246.91	
514					
515					
516					
517					
518	0.00	0.00	0.00	0.00	B25
519	0.00	0.00	0.00	0.00	
520					
521					
522					
523					
524	2,287.09	11,774.49	2,662.97	95,238.10	B26
525					
526					
527	0.00	1,007,866.19	0.00	909,540.41	B26
528					
529					
530	(43,588.00)	4,781,829.48	(41,518.00)	5,290,395.48	B26
531					
532					
533	(7,569.00)	1,409,063.07	(7,569.00)	1,499,891.07	B26
534					
535					
536	3,686.00	2,686,673.00	3,686.00	2,642,441.00	B26
537					
538					
539	(2,031.65)	(189,245.07)	(1,214.00)	(164,253.25)	B26
540	(47,215.56)	9,707,961.16	(43,952.03)	10,273,252.81	
541					
542					
543					
544					
545	(8,175.97)	506,910.14	(8,175.97)	605,021.78	B27
546					
547					
548	(3,063.36)	189,928.32	(3,063.36)	226,688.64	B27
549					
550					

	G	H	I
501	181120	AW46	B181
502			
503			
504	181121	AW46	B181
505			
506			
507			
508			
509			
510	182000		B1861
511			
512			
513			
514			
515			
516			
517			
518	183000		B183
519			
520			
521			
522			
523			
524	186030		B1862
525			
526			
527	186035		B1862
528			
529			
530	186040		B1862
531			
532			
533	186045		B1862
534			
535			
536	186051		B1862
537			
538			
539	186055		B1862
540			
541			
542			
543			
544			
545	183280		B183
546			
547			
548	183281		B183
549			
550			

	A
551	B184 Clearing Accounts
552	184101 Eng Clearing Eng OH
553	Eng Clearing Eng OH
554	B184 Clearing Accounts
555	184102 Mngmt Studu - AMR
556	Mngmt Studu - AMR
557	B184 Clearing Accounts
558	184103 Mngmt Study - Pipe Assmnt
559	Mngmt Study - Pipe Assmnt
560	B184 Clearing Accounts
561	185110 RWIP History
562	RWIP History
563	B1862 Other Deferred Debits
564	185125 RWIP Permits, Fees & Premiums
565	RWIP Permits, Fees & Premium
566	B1862 Other Deferred Debits
567	21 RWIP Permits, Fees & Premium
568	B1862 Other Deferred Debits
569	185150 RWIP M & S and Purchases
570	RWIP M & S and Purchases
571	B1862 Other Deferred Debits
572	21 RWIP M & S and Purchases
573	B1862 Other Deferred Debits
574	185200 RWIP Co Labor
575	RWIP Co Labor
576	B1862 Other Deferred Debits
577	21 RWIP Co Labor
578	B1862 Other Deferred Debits
579	185250 RWIP Co Labor OH
580	RWIP Co Labor OH
581	B1862 Other Deferred Debits
582	21 RWIP Co Labor OH
583	B1862 Other Deferred Debits
584	185275 RWIP Contracted Services
585	RWIP Contracted Services
586	B1862 Other Deferred Debits
587	21 RWIP Contracted Services
588	B1862 Other Deferred Debits
589	31 RWIP Contracted Services
590	B1862 Other Deferred Debits
591	185300 RWIP Paving
592	RWIP Paving
593	B1862 Other Deferred Debits
594	21 RWIP Paving
595	B1862 Other Deferred Debits
596	185315 RWIP Salvage
597	RWIP Salvage
598	B1862 Other Deferred Debits
599	185320 RWIP Scrap Meters
600	21 RWIP Scrap Meters

	B	C	D	E	F
551	8,497.54	113,640.63	(113,555.60)	(134,076.70)	B27
552					
553					
554	17,366.22	26,252.00	18,001.03	28,230.31	B27
555					
556					
557	12.04	265.00	(541.45)	(23.31)	B27
558					
559					
560	70.24	240.02	0.00	281.10	B27
561					
562					
563	0.00	0.00	0.00	0.00	B27
564					
565					
566	0.00	5,398.00	0.00	5,398.00	B27
567					
568	530.00	3,445.00	0.00	0.00	B27
569					
570					
571	0.00	14,724.58	0.00	15,686.58	B27
572					
573	269.30	3,021.60	127.32	127.32	B27
574					
575					
576	0.00	283,698.88	2,907.63	283,004.27	B27
577					
578	7,909.55	131,921.14	6,492.72	6,492.72	B27
579					
580					
581	0.00	171,382.49	1,711.67	170,979.71	B27
582					
583	4,508.62	82,317.44	3,119.47	3,119.47	B27
584					
585					
586	0.00	704,755.87	10,380.00	671,267.02	B27
587					
588	0.00	15,983.50	11,191.43	11,191.43	B27
589					
590	0.00	114,270.79	0.00	0.00	B27
591					
592					
593	0.00	37,411.17	5,220.00	37,411.17	B27
594					
595	1,328.00	2,831.76	684.38	684.38	B27
596					
597					
598	0.00	(125.40)	0.00	0.00	B27
599					
600					

	G	H	I
551	184100		B184
552			
553			
554	184101		B184
555			
556			
557	184102		B184
558			
559			
560	184103		B184
561			
562			
563	185110		B1862
564			
565			
566	185125		B1862
567			
568	185125	21	B1862
569			
570			
571	185150		B1862
572			
573	185150	21	B1862
574			
575			
576	185200		B1862
577			
578	185200	21	B1862
579			
580			
581	185250		B1862
582			
583	185250	21	B1862
584			
585			
586	185275		B1862
587			
588	185275	21	B1862
589			
590	185275	31	B1862
591			
592			
593	185300		B1862
594			
595	185300	21	B1862
596			
597			
598	185315		B1862
599			
600			

	A
601	B1862 Other Deferred Debits
602	185340 RWIP Sale
603	RWIP Sale
604	B1862 Other Deferred Debits
605	185999 RWIP Clear Removal & Salvage
606	RWIP Clear Removal & Salvage
607	B1862 Other Deferred Debits
608	21 RWIP Clear Removal & Salvage
609	B1862 Other Deferred Debits
610	186405 DDA-RIA Software Licen
611	DDA-RIA Software Licen
612	B1862 Other Deferred Debits
613	186408 DDA-Def Service Co Pension
614	DDA-Def Service Co Pension
615	B1862 Other Deferred Debits
616	186422 DDA-Pension Payment
617	DDA-Pension Payment
618	B1862 Other Deferred Debits
619	186426 DDA-FAS 112 Costs
620	DDA-FAS 112 Costs
621	B1862 Other Deferred Debits
622	186431 DDA-Depreciation Study
623	DDA-Depreciation Study
624	B1862 Other Deferred Debits
625	186432 DDA-Cost of Service Study
626	DDA-Cost of Service Study
627	B1862 Other Deferred Debits
628	186453 DDA-Management Study
629	DDA-Management Study
630	B1862 Other Deferred Debits
631	186492 DDA-Add'l Security Costs
632	DDA-Add'l Security Costs
633	B1862 Other Deferred Debits
634	186703 DDN-Prelim Financing E
635	DDN-Prelim Financing E
636	B1862 Other Deferred Debits
637	186704 DDN-Undistributed Items
638	DDN-Undistributed Items
639	B1862 Other Deferred Debits
640	186705 DDN-IC Rec/Pay Clearing
641	DDN-IC Rec/Pay Clearing
642	B1862 Other Deferred Debits
643	186707 DDN-Ins Oth Than Grp Reg
644	DDN-Ins Oth Than Grp Reg
645	B1862 Other Deferred Debits
646	186711 DDN-Acquisition Costs
647	DDN-Acquisition Costs
648	B1862 Other Deferred Debits
649	186898 DDN-Oth LT Assets
650	DDN-Oth LT Assets

	B	C	D	E	F
601	0.00	(32,948.38)	0.00	0.00	B27
602					
603					
604	0.00	(4,000.00)	0.00	(4,000.00)	B27
605					
606					
607	0.00	(1,133,524.11)	0.00	(1,132,051.55)	B27
608					
609	0.00	(91,889.57)	0.00	0.00	B27
610					
611					
612	0.00	0.00	(279.17)	1,954.22	B27
613					
614					
615	(12,351.33)	533,442.22	0.00	619,935.87	B27
616					
617					
618	(65,236.17)	1,812,832.67	(17,709.00)	2,262,976.52	B27
619					
620					
621	0.00	24,894.00	0.00	24,894.00	B27
622					
623					
624	6,878.10	72,733.00	0.00	0.00	B27
625					
626					
627	5,684.59	33,384.38	12,489.58	24,359.08	B27
628					
629					
630	0.00	315,338.00	0.00	0.00	B27
631					
632					
633	0.00	0.00	0.00	0.00	B27
634					
635					
636	0.00	0.00	0.00	0.00	B27
637					
638					
639	0.00	0.00	0.00	0.00	B27
640					
641					
642	0.00	0.00	(5,149.00)	(10,068.04)	B27
643					
644					
645	0.00	0.00	1,230.53	0.00	B27
646					
647					
648	0.00	0.00	0.00	0.00	B27
649					
650					

	G	H	I
601	185320	21	B1862
602			
603			
604	185340		B1862
605			
606			
607	185999		B1862
608			
609	185999	21	B1862
610			
611			
612	186405		B1862
613			
614			
615	186408		B1862
616			
617			
618	186422		B1862
619			
620			
621	186426		B1862
622			
623			
624	186431		B1862
625			
626			
627	186432		B1862
628			
629			
630	186453		B1862
631			
632			
633	186492		B1862
634			
635			
636	186703		B1862
637			
638			
639	186704		B1862
640			
641			
642	186705		B1862
643			
644			
645	186707		B1862
646			
647			
648	186711		B1862
649			
650			

	A
651	B1862 Other Deferred Debits
652	B27 Other Deferred Debits
653	
654	B33 Common Stock
655	201200 Com Stk Subs Interco
656	AW02 Com Stk Subs AW02
657	B201 Common Stk Issued
658	B33 Common Stock
659	
660	B34 Paid In Capital
661	205120 Prem C/S Sub Interco
662	AW02 Prem C/S Sub AW02
663	B207 Premium on Capital Stk
664	205150 Prem P/S Sub Interco
665	AW02 Prem P/S Sub AW02
666	A207 Premium on Capital Stk
667	205300 Gain on res/can I/C
668	Gain on res/can I/C
669	B210 Gain Resle/Cncl Reaqc Cap
670	AW02 Gain on Res/Can AW02
671	B210 Gain Resle/Cncl Reaqc Cap
672	205440 Misc PIC Interco
673	AW02 Misc PIC AW02
674	B211 Other Paid In Capital
675	B34 Paid In Capital
676	
677	B35 Retained Earnings
678	210210 R/E at Acquisition
679	AW02 R/E at Acq AW02
680	B215 Unappropriated R/E
681	210240 R/E Since Acquisition
682	R/E Since Acquisition
683	B215 Unappropriated R/E
684	B35 Retained Earnings
685	
686	B39 Preferred Stock
687	215410 Pref Stk Sub Outside
688	Pref Stk Sub Outside
689	B205 Preferred Stk Subscribed
690	B39 Preferred Stock
691	
692	B40 Long Term Debt
693	221110 Bonds-Outside
694	Bonds-Outside
695	B221 Bonds
696	221120 Bonds-Inside
697	AW46 Bonds-Inside AW46
698	B221 Bonds
699	224100 Cap Lease Oblig-Out
700	Cap Lease Oblig-Out

	B	C	D	E	F
651	0.00	0.00	0.00	0.00	B27
652	(35,772.63)	3,938,535.14	(74,917.79)	3,719,483.99	
653					
654					
655					
656					
657	0.00	(13,754,235.04)	0.00	(13,754,235.04)	B33
658	0.00	(13,754,235.04)	0.00	(13,754,235.04)	
659					
660					
661					
662					
663	0.00	(4,770,766.00)	0.00	(4,770,766.00)	B34
664					
665					
666	0.00	(7,692.00)	0.00	(7,692.00)	B34
667					
668					
669	0.00	0.00	0.00	0.00	B34
670					
671	0.00	(1,590.00)	0.00	(1,590.00)	B34
672					
673					
674	(7,237.07)	(11,016,107.54)	0.00	(3,508,870.47)	B34
675	(7,237.07)	(15,796,155.54)	0.00	(8,288,918.47)	
676					
677					
678					
679					
680	0.00	506,375.76	0.00	506,375.76	B35
681					
682					
683	0.00	(21,167,139.85)	0.00	(19,928,227.96)	B35
684	0.00	(20,660,764.09)	0.00	(19,421,852.20)	
685					
686					
687					
688					
689	0.00	(1,381,600.00)	0.00	(1,381,600.00)	B39
690	0.00	(1,381,600.00)	0.00	(1,381,600.00)	
691					
692					
693					
694					
695	0.00	(8,200,000.00)	0.00	(14,700,000.00)	B40
696					
697					
698	0.00	(36,040,000.00)	0.00	(37,060,000.00)	B40
699					
700					

	G	H	I
651	186898		B1862
652			
653			
654			
655			
656			
657	201200	AW02	B201
658			
659			
660			
661			
662			
663	205120	AW02	B207
664			
665			
666	205150	AW02	A207
667			
668			
669	205300		B210
670			
671	205300	AW02	B210
672			
673			
674	205440	AW02	B211
675			
676			
677			
678			
679			
680	210210	AW02	B215
681			
682			
683	210240		B215
684			
685			
686			
687			
688			
689	215410		B205
690			
691			
692			
693			
694			
695	221110		B221
696			
697			
698	221120	AW46	B221
699			
700			

	A
701	B224 Other LTD
702	B40 Long Term Debt
703	
704	B43 Bank Debt
705	231200 Notes Pay-Assoc Cos
706	Notes Pay-Assoc Cos
707	B234 N/P Assoc Co
708	AW46 Notes Pay AW46
709	B234 N/P Assoc Co
710	B43 Bank Debt
711	
712	B44 Current Portion LTD
713	232100 Curr Portion LTD-Out
714	Curr Portion LTD-Out
715	B221 Bonds
716	232200 Curr Portion LTD-In
717	AW46 Curr Portion LTD-AW46
718	B221 Bonds
719	232300 Curr Cap Lease Oblig-Out
720	Curr Cap Lease Oblig-Out
721	B224 Other LTD
722	B44 Current Portion LTD
723	
724	B45 Accounts Payable
725	234100 Accts Pay-Gen System
726	Accts Pay-Gen System
727	B231 Accounts Payable
728	234110 Accts Pay-Pcard
729	Accts Pay-Pcard
730	B231 Accounts Payable
731	234200 Accts Pay-Contract Retention
732	Accts Pay-Contract Retention
733	B231 Accounts Payable
734	234300 Accts Pay-Misc
735	Accts Pay-Misc
736	B231 Accounts Payable
737	002 Accts Pay-Misc W/O's
738	B231 Accounts Payable
739	006 Accts Pay-Wrkbskt Accr
740	B231 Accounts Payable
741	007 Accts Pay-Pcard Accr
742	B231 Accounts Payable
743	008 Accts Pay-I/C Loan Clearing
744	B231 Accounts Payable
745	234350 Accts Pay-Proj Exp Accr
746	Accts Pay-Proj Exp Accr
747	B231 Accounts Payable
748	234400 Accts Pay-AWWS
749	AW03 Accts Pay-AW03
750	B234 N/P Assoc Co

	B	C	D	E	F
701	12,578.57	(763,406.68)	10,971.40	(908,003.65)	B40
702	12,578.57	(45,003,406.68)	10,971.40	(52,668,003.65)	
703					
704					
705					
706					
707	0.00	0.00	9,303,296.31	0.00	B43
708					
709	(500,992.25)	(8,003,098.21)	(8,726,625.00)	(8,726,625.00)	B43
710	(500,992.25)	(8,003,098.21)	576,671.31	(8,726,625.00)	
711					
712					
713					
714					
715	0.00	(6,500,000.00)	0.00	0.00	B44
716					
717					
718	0.00	(1,020,000.00)	0.00	(1,020,000.00)	B44
719					
720					
721	(1,774.71)	(144,596.97)	(1,141.91)	(124,195.60)	B44
722	(1,774.71)	(7,664,596.97)	(1,141.91)	(1,144,195.60)	
723					
724					
725					
726					
727	(81,002.40)	(384,844.96)	(84,842.18)	(512,892.89)	B45
728					
729					
730	(1,356.62)	(2,527.11)	(8,038.53)	(1,745.81)	B45
731					
732					
733	0.00	0.00	0.00	0.00	B45
734					
735					
736	(85,527.47)	(218,171.52)	(34,941.61)	(142,038.57)	B45
737					
738	0.00	0.00	(38,785.00)	0.00	B45
739					
740	(24,730.54)	(49,609.01)	(8,300.13)	(21,354.85)	B45
741					
742	2,988.12	(2,198.15)	6,831.81	0.00	B45
743					
744	(46,893.85)	94,804.05	0.00	0.00	B45
745					
746					
747	16,364.58	(273,362.67)	0.00	(356,276.32)	B45
748					
749					
750	5,513.44	24,604.25	(16,541.40)	(46,206.85)	B45

	G	H	I
701	224100		B224
702			
703			
704			
705			
706			
707	231200		B234
708			
709	231200	AW46	B234
710			
711			
712			
713			
714			
715	232100		B221
716			
717			
718	232200	AW46	B221
719			
720			
721	232300		B224
722			
723			
724			
725			
726			
727	234100		B231
728			
729			
730	234110		B231
731			
732			
733	234200		B231
734			
735			
736	234300		B231
737			
738	234300	2	B231
739			
740	234300	6	B231
741			
742	234300	7	B231
743			
744	234300	8	B231
745			
746			
747	234350		B231
748			
749			
750	234400	AW03	B234

	A
751	234500 Accts Pay-Assoc Cos
752	AW46 Accts Pay AW46
753	B233 A/P Assoc Co
754	241249 CFO-WLPP Payable
755	006 CFO-WLPP Payable
756	B241 Misc Current & Accr Liab
757	010 CFO-SLPP Payable
758	B241 Misc Current & Accr Liab
759	012 CFO-In Home Payable
760	B241 Misc Current & Accr Liab
761	014 CFO-WL/SL Payable
762	B241 Misc Current & Accr Liab
763	016 CFO-WL/SL/INH Payable
764	B241 Misc Current & Accr Liab
765	241253 CFO-WLPP In AW21
766	AW21 CFO-WLPP In AW21
767	B241 Misc Current & Accr Liab
768	241254 CFO-SLPP In AW21
769	AW21 CFO-SLPP In AW21
770	B241 Misc Current & Accr Liab
771	241255 CFO-In Home In AW21
772	AW21 CFO-In Home In AW21
773	B241 Misc Current & Accr Liab
774	241256 CFO-WL/SL In AW21
775	AW21 CFO-WL/SL In AW21
776	B241 Misc Current & Accr Liab
777	241257 CFO-WL/SL/IH In AW21
778	AW21 CFO-WL/SL/IH In AW21
779	B241 Misc Current & Accr Liab
780	241263 CFO-WLPP Receivable-AW21
781	AW21 CFO-WLPP Receivable-AW21
782	A242 Misc Current & Accrued Li
783	241264 CFO-SLPP Receivable-AW21
784	AW21 CFO-SLPP Receivable-AW21
785	A242 Misc Current & Accrued Li
786	241265 CFO-In Home Receivable-AW21
787	AW21 CFO-In Home Receivable-AW21
788	A242 Misc Current & Accrued Li
789	241266 CFO-WL/SL Receivable-AW21
790	AW21 CFO-WL/SL Receivable-AW21
791	A242 Misc Current & Accrued Li
792	241267 CFO-WL/SL/IH Receivable-AW21
793	AW21 CFO-WL/SL/IH Receivable-AW21
794	A242 Misc Current & Accrued Li
795	280999 Interco Rec/Pay
796	Interco Rec/Pay
797	B233 A/P Assoc Co
798	B45 Accounts Payable
799	
800	B46 Accrued Taxes

	B	C	D	E	F
751					
752					
753	(1,492.87)	(2,985.74)	2,256.09	(2,185.79)	B45
754					
755					
756	0.00	0.00	176,059.83	0.00	B45
757					
758	0.00	0.00	107,723.80	0.00	B45
759					
760	0.00	0.00	12,752.35	0.00	B45
761					
762	0.00	0.00	2,160.00	0.00	B45
763					
764	0.00	0.00	271.83	0.00	B45
765					
766					
767	3,232.71	(96,210.21)	(85,413.87)	(85,413.87)	B45
768					
769					
770	2,062.03	(65,619.47)	(52,810.39)	(52,810.39)	B45
771					
772					
773	(543.31)	(15,429.80)	(6,530.08)	(6,530.08)	B45
774					
775					
776	(5,581.78)	(41,476.70)	(4,029.19)	(4,029.19)	B45
777					
778					
779	(1,120.65)	(7,651.30)	(596.52)	(596.52)	B45
780					
781					
782	(2,652.41)	26,021.18	0.00	0.00	B45
783					
784					
785	(1,275.20)	17,970.87	0.00	0.00	B45
786					
787					
788	2.59	4,864.50	0.00	0.00	B45
789					
790					
791	2,446.01	15,169.81	0.00	0.00	B45
792					
793					
794	509.67	2,959.54	0.00	0.00	B45
795					
796					
797	352,629.65	(19,742.84)	(25,292.14)	(30,159.84)	B45
798	133,571.70	(993,435.28)	(58,065.33)	(1,262,240.97)	
799					
800					

	G	H	I
751			
752			
753	234500	AW46	B233
754			
755			
756	241249	6	B241
757			
758	241249	10	B241
759			
760	241249	12	B241
761			
762	241249	14	B241
763			
764	241249	16	B241
765			
766			
767	241253	AW21	B241
768			
769			
770	241254	AW21	B241
771			
772			
773	241255	AW21	B241
774			
775			
776	241256	AW21	B241
777			
778			
779	241257	AW21	B241
780			
781			
782	241263	AW21	A242
783			
784			
785	241264	AW21	A242
786			
787			
788	241265	AW21	A242
789			
790			
791	241266	AW21	A242
792			
793			
794	241267	AW21	A242
795			
796			
797	280999		B233
798			
799			
800			

	A
801	236120 FUTA
802	FUTA
803	B23611 Accr Taxes-Other than Inc
804	236130 FICA
805	FICA
806	B23611 Accr Taxes-Other than Inc
807	236140 SUTA
808	SUTA
809	B23611 Accr Taxes-Other than Inc
810	236151 Gen Tax - Property
811	Gen Tax - Property
812	B23611 Accr Taxes-Other than Inc
813	236152 Gen Tax - Sales/Use
814	Gen Tax - Sales/Use
815	B23611 Accr Taxes-Other than Inc
816	236153 Gen Tax - Franchise
817	Gen Tax - Franchise
818	B23611 Accr Taxes-Other than Inc
819	236170 Gen Tax - Other
820	Gen Tax - Other
821	B23611 Accr Taxes-Other than Inc
822	236210 Accr FIT - Current Yr
823	Accr FIT - Current Yr
824	B23612 Accr Taxes-Income Taxes
825	236213 Accr FIT - Interim Curr
826	Accr FIT - Interim Curr
827	B23612 Accr Taxes-Income Taxes
828	236220 Accr FIT - Pr Yrs
829	Accr FIT - Pr Yrs
830	B23612 Accr Taxes-Income Taxes
831	236230 Accr SIT - Current Yr
832	Accr SIT - Current Yr
833	B23612 Accr Taxes-Income Taxes
834	236233 Accr SIT - Interim Curr
835	Accr SIT - Interim Curr
836	B23612 Accr Taxes-Income Taxes
837	236240 Accr SIT - Pr Yrs
838	Accr SIT - Pr Yrs
839	B23612 Accr Taxes-Income Taxes
840	236310 Curr Def FIT
841	Curr Def FIT
842	B23612 Accr Taxes-Income Taxes
843	236320 Curr Def SIT/LIT
844	Curr Def SIT/LIT
845	B23612 Accr Taxes-Income Taxes
846	B46 Accrued Taxes
847	
848	B47 Accrued Interest
849	237200 Int Accr-LTD-Outside
850	Int Accr-LTD-Outside

	B	C	D	E	F
801					
802					
803	10.54	(31.36)	(165.56)	(219.94)	B46
804					
805					
806	(2,438.79)	(13,608.40)	(3,948.71)	(12,068.71)	B46
807					
808					
809	3,111.18	(14.13)	(85.32)	(111.22)	B46
810					
811					
812	(232,932.48)	(1,075,441.62)	(210,366.13)	(1,051,832.81)	B46
813					
814					
815	11,439.66	(14,749.08)	(35,105.17)	307,383.97	B46
816					
817					
818	(27,500.00)	(123,023.39)	(29,988.00)	(104,399.39)	B46
819					
820					
821	0.00	(36,386.00)	0.00	(64,274.07)	B46
822					
823					
824	0.00	0.00	0.00	149,417.00	B46
825					
826					
827	0.00	0.00	22,712.26	0.00	B46
828					
829					
830	660,737.00	(2,662,089.99)	0.00	(1,438,601.99)	B46
831					
832					
833	0.00	0.00	0.00	89,893.00	B46
834					
835					
836	0.00	0.00	4,074.62	0.00	B46
837					
838					
839	(37,565.00)	91,983.99	0.00	(77,261.00)	B46
840					
841					
842	(40,519.00)	(40,519.00)	0.00	0.00	B46
843					
844					
845	(8,049.00)	(8,049.00)	0.00	0.00	B46
846	326,294.11	(3,881,927.98)	(252,872.01)	(2,202,075.16)	
847					
848					
849					
850					

	G	H	I
801			
802			
803	236120		B23611
804			
805			
806	236130		B23611
807			
808			
809	236140		B23611
810			
811			
812	236151		B23611
813			
814			
815	236152		B23611
816			
817			
818	236153		B23611
819			
820			
821	236170		B23611
822			
823			
824	236210		B23612
825			
826			
827	236213		B23612
828			
829			
830	236220		B23612
831			
832			
833	236230		B23612
834			
835			
836	236233		B23612
837			
838			
839	236240		B23612
840			
841			
842	236310		B23612
843			
844			
845	236320		B23612
846			
847			
848			
849			
850			

	A
851	B2371 Accr Interest-LTD
852	237300 Int Accr-LTD-Inside
853	AW46 Int Accr-LTD-AW46
854	B2371 Accr Interest-LTD
855	B47 Accrued Interest
856	
857	B51 Misc Current Liabilities
858	241100 Accrued Vacation Pay
859	Accrued Vacation Pay
860	B241 Misc Current & Accr Liab
861	241201 Accr Water Purchases
862	Accr Water Purchases
863	B241 Misc Current & Accr Liab
864	241202 Accr Power
865	Accr Power
866	B241 Misc Current & Accr Liab
867	241203 Accr Legal
868	Accr Legal
869	B241 Misc Current & Accr Liab
870	241206 Accr Wages
871	Accr Wages
872	B241 Misc Current & Accr Liab
873	241207 Accr Insurance
874	Accr Insurance
875	B241 Misc Current & Accr Liab
876	241210 Accr Waste Disposal
877	Accr Waste Disposal
878	B241 Misc Current & Accr Liab
879	241211 Accr Retiree Medical Reimb
880	Accr Retiree Medical Reimb
881	B241 Misc Current & Accr Liab
882	241212 Accr DCP Contribution
883	Accr DCP Contribution
884	B241 Misc Current & Accr Liab
885	241214 Accr Bank Fees
886	Accr Bank Fees
887	B241 Misc Current & Accr Liab
888	241220 WH PR-Tax Coll SIT AL
889	AL WH PR-Tax Coll SIT AL
890	B241 Misc Current & Accr Liab
891	005 WH PR-Flex Spending Account
892	B241 Misc Current & Accr Liab
893	006 WH PR-401k Contribution
894	B241 Misc Current & Accr Liab
895	241227 Accr Employer 401k Match
896	Accr Employer 401k Match
897	B241 Misc Current & Accr Liab
898	241228 Accrued PFD Div Requirements
899	Accrued PFD Div Requirements
900	B241 Misc Current & Accr Liab

	B	C	D	E	F
851	(91,719.16)	(435,537.70)	(91,719.16)	(435,537.66)	B47
852					
853					
854	(173,876.84)	(573,641.23)	(183,358.00)	(464,239.88)	B47
855	(265,596.00)	(1,009,178.93)	(275,077.16)	(899,777.54)	
856					
857					
858					
859					
860	0.00	(174,657.23)	0.00	(133,286.59)	B51
861					
862					
863	(1,996.86)	(4,939.73)	1,999.00	(2,146.00)	B51
864					
865					
866	(25,440.44)	(196,054.03)	21,689.63	(177,648.70)	B51
867					
868					
869	(14,111.84)	(70,044.91)	(5,441.46)	(5,441.46)	B51
870					
871					
872	(31,880.32)	(177,888.00)	(51,622.02)	(157,840.82)	B51
873					
874					
875	0.00	0.00	(502.33)	(506.45)	B51
876					
877					
878	(304.00)	(33,723.83)	(9,759.45)	(49,470.79)	B51
879					
880					
881	(458.37)	(2,291.74)	(333.36)	(1,666.56)	B51
882					
883					
884	(726.34)	(10,923.77)	(3,719.28)	(9,963.79)	B51
885					
886					
887	2,515.02	(25,805.68)	(18,327.04)	(42,154.08)	B51
888					
889					
890	(86.45)	(212.90)	(103.09)	(210.22)	B51
891					
892	0.00	(516.14)	218.44	(269.24)	B51
893					
894	194.51	(29,380.71)	22.75	(29,015.81)	B51
895					
896					
897	(671.77)	(13,750.04)	(741.24)	(11,076.33)	B51
898					
899					
900	(5,756.67)	(17,078.11)	(5,760.75)	(17,082.21)	B51

	G	H	I
851	237200		B2371
852			
853			
854	237300	AW46	B2371
855			
856			
857			
858			
859			
860	241100		B241
861			
862			
863	241201		B241
864			
865			
866	241202		B241
867			
868			
869	241203		B241
870			
871			
872	241206		B241
873			
874			
875	241207		B241
876			
877			
878	241210		B241
879			
880			
881	241211		B241
882			
883			
884	241212		B241
885			
886			
887	241214		B241
888			
889			
890	241220	AL	B241
891			
892	241220	5	B241
893			
894	241220	6	B241
895			
896			
897	241227		B241
898			
899			
900	241228		B241

	A
901	241230 Unclaimed Credits Pay
902	Unclaimed Credits Pay
903	B241 Misc Current & Accr Liab
904	241234 Unclaimed Ext Dep Refund Pay
905	Unclaimed Ext Dep Refund Pay
906	B241 Misc Current & Accr Liab
907	241236 Unbilled Items-System
908	Unbilled Items-System
909	B241 Misc Current & Accr Liab
910	241237 Unbilled Stock C-System
911	Unbilled Stock C-System
912	B241 Misc Current & Accr Liab
913	241238 Unbilled Stock E-System
914	Unbilled Stock E-System
915	B241 Misc Current & Accr Liab
916	241241 CFO-Cust Asst NonPledged
917	005 CFO-Cust Asst NonPledged
918	B241 Misc Current & Accr Liab
919	006 CFO-Cust Asst Pledged
920	B241 Misc Current & Accr Liab
921	241244 CFO-Sales Tax
922	CFO-Sales Tax
923	B241 Misc Current & Accr Liab
924	241248 CFO-Mun Tax
925	CFO-Mun Tax
926	B241 Misc Current & Accr Liab
927	241249 CFO-Mgmt Contracts
928	001 CFO-MC/Swr Rev/Cash
929	B241 Misc Current & Accr Liab
930	002 CFO-MC/Swr A/R
931	B241 Misc Current & Accr Liab
932	004 CFO-MC/Swr ChgOff
933	B241 Misc Current & Accr Liab
934	005 CFO-WLPP Receivable
935	B241 Misc Current & Accr Liab
936	009 CFO-SLPP Receivable
937	B241 Misc Current & Accr Liab
938	011 CFO-In Home Receivable
939	B241 Misc Current & Accr Liab
940	013 CFO-WL/SL Receivable
941	B241 Misc Current & Accr Liab
942	015 CFO-WL/SL/INH Receivable
943	B241 Misc Current & Accr Liab
944	241250 A/P Check Clearing
945	A/P Check Clearing
946	B241 Misc Current & Accr Liab
947	241251 P/R Check Clearing
948	P/R Check Clearing
949	B241 Misc Current & Accr Liab
950	241261 Accr Insurance Retro

	B	C	D	E	F
901					
902					
903	0.00	(5,174.19)	0.00	(7,362.82)	B51
904					
905					
906	0.00	(326.05)	(326.05)	(326.05)	B51
907					
908					
909	(169,545.09)	(169,545.09)	(70,184.20)	(76,811.05)	B51
910					
911					
912	(19,406.16)	(38,584.80)	(47,562.53)	(54,663.78)	B51
913					
914					
915	(4,250.47)	(35,278.94)	(48,378.06)	(102,754.16)	B51
916					
917					
918	118.00	(126.00)	(143.00)	(431.00)	B51
919					
920	170.00	(152.00)	(175.00)	(508.00)	B51
921					
922					
923	32,875.92	(165,641.46)	(2,022.03)	(167,521.38)	B51
924					
925					
926	0.00	0.00	0.00	0.00	B51
927					
928					
929	281,619.93	(4,366,293.08)	(361,154.68)	(4,014,308.46)	B51
930					
931	(60,411.95)	2,439,779.33	(3,035.44)	2,289,500.74	B51
932					
933	37,034.16	1,882,302.43	37,969.27	1,432,354.28	B51
934					
935	0.00	0.00	(1,516.62)	38,986.83	B51
936					
937	0.00	0.00	(1,068.32)	23,819.63	B51
938					
939	0.00	0.00	41.33	3,033.91	B51
940					
941	0.00	0.00	1,408.65	2,497.84	B51
942					
943	0.00	0.00	106.76	399.47	B51
944					
945					
946	(149,590.83)	(473,324.59)	223,578.67	(221,901.43)	B51
947					
948					
949	1,214.43	(2,451.08)	7,316.74	(5,805.75)	B51
950					

	G	H	I
901			
902			
903	241230		B241
904			
905			
906	241234		B241
907			
908			
909	241236		B241
910			
911			
912	241237		B241
913			
914			
915	241238		B241
916			
917			
918	241241	5	B241
919			
920	241241	6	B241
921			
922			
923	241244		B241
924			
925			
926	241248		B241
927			
928			
929	241249	1	B241
930			
931	241249	2	B241
932			
933	241249	4	B241
934			
935	241249	5	B241
936			
937	241249	9	B241
938			
939	241249	11	B241
940			
941	241249	13	B241
942			
943	241249	15	B241
944			
945			
946	241250		B241
947			
948			
949	241251		B241
950			

	A
951	Accr Insurance Retro
952	B241 Misc Current & Accr Liab
953	241322 Incentive Plan Cash Annual
954	Incentive Plan Cash Annual
955	B241 Misc Current & Accr Liab
956	B51 Misc Current Liabilities
957	
958	B55 Advances for Construction
959	252110 Adv for Const-NT Mains
960	Adv for Const-NT Mains
961	B252 Advances for Construction
962	252120 Adv for Const-NT Ext
963	Adv for Const-NT Ext
964	B252 Advances for Construction
965	252130 Adv for Const-NT Services
966	Adv for Const-NT Services
967	B252 Advances for Construction
968	252150 Adv for Const-NT Hydrants
969	Adv for Const-NT Hydrants
970	B252 Advances for Construction
971	252170 Adv for Const-NT WIP
972	Adv for Const-NT WIP
973	B252 Advances for Construction
974	252230 Adv for Const-Tax Services
975	Adv for Const-Tax Services
976	B252 Advances for Construction
977	252270 Adv for Const-Tax WIP
978	Adv for Const-Tax WIP
979	B252 Advances for Construction
980	B55 Advances for Construction
981	
982	B56 Deferred Income Taxes
983	252204 Def FIT-Other Property
984	Def FIT-Other Property
985	B283 Accu Def Inc Tax-Other
986	253113 Def FIT-Interim Def
987	Def FIT-Interim Def
988	B283 Accu Def Inc Tax-Other
989	253202 Def FIT-Flow thru Depr
990	Def FIT-Flow thru Depr
991	B283 Accu Def Inc Tax-Other
992	253203 Def FIT-Norm Property
993	Def FIT-Norm Property
994	B283 Accu Def Inc Tax-Other
995	253301 Def FIT-Other
996	Def FIT-Other
997	B283 Accu Def Inc Tax-Other
998	253309 Def FIT-AMT
999	Def FIT-AMT
1000	B283 Accu Def Inc Tax-Other

	B	C	D	E	F
951					
952	0.00	(665.00)	0.00	(52,651.40)	B51
953					
954					
955	(13,036.21)	(69,486.71)	0.00	0.00	B51
956	(141,931.80)	(1,762,234.05)	(337,524.71)	(1,552,231.63)	
957					
958					
959					
960					
961	8,337.43	0.00	0.00	0.00	B55
962					
963					
964	31,814.85	(5,055,632.69)	(94,005.75)	(5,653,222.68)	B55
965					
966					
967	0.00	(19,977.62)	326.05	(27,488.34)	B55
968					
969					
970	7,176.18	(321,759.84)	45,344.47	(278,811.67)	B55
971					
972					
973	(86,974.03)	(1,536,977.83)	0.00	0.00	B55
974					
975					
976	(16,125.00)	(16,125.00)	0.00	0.00	B55
977					
978					
979	(13,038.01)	(86,531.53)	0.00	0.00	B55
980	(68,808.58)	(7,037,004.51)	(48,335.23)	(5,959,522.69)	
981					
982					
983					
984					
985	0.00	(16,812,437.31)	0.00	(16,812,437.31)	B56
986					
987					
988	0.00	0.00	36,277.28	159,207.56	B56
989					
990					
991	0.00	(1,388,200.00)	0.00	(1,388,200.00)	B56
992					
993					
994	0.00	4,930.00	0.00	4,930.00	B56
995					
996					
997	(1,111,055.00)	(3,052,332.29)	0.00	(3,696,640.29)	B56
998					
999					
1000	0.00	116,460.00	0.00	116,460.00	B56

	G	H	I
951			
952	241261		B241
953			
954			
955	241322		B241
956			
957			
958			
959			
960			
961	252110		B252
962			
963			
964	252120		B252
965			
966			
967	252130		B252
968			
969			
970	252150		B252
971			
972			
973	252170		B252
974			
975			
976	252230		B252
977			
978			
979	252270		B252
980			
981			
982			
983			
984			
985	252204		B283
986			
987			
988	253113		B283
989			
990			
991	253202		B283
992			
993			
994	253203		B283
995			
996			
997	253301		B283
998			
999			
1000	253309		B283

	A
1001	253602 Def SIT-Flow thru Depr
1002	Def SIT-Flow thru Depr
1003	B283 Accu Def Inc Tax-Other
1004	253604 Def SIT-Other Property
1005	Def SIT-Other Property
1006	B283 Accu Def Inc Tax-Other
1007	253613 Def SIT-Interim Def
1008	Def SIT-Interim Def
1009	B283 Accu Def Inc Tax-Other
1010	253701 Def SIT-Other
1011	Def SIT-Other
1012	B283 Accu Def Inc Tax-Other
1013	B56 Deferred Income Taxes
1014	
1015	B57 Deferred ITC
1016	255101 Unamortized ITC - 3%
1017	Unamortized ITC - 3%
1018	B2551 Accu Def ITC-Utility Op
1019	255102 Unamortized ITC - 4%
1020	Unamortized ITC - 4%
1021	B2551 Accu Def ITC-Utility Op
1022	255103 Unamortized ITC - 10%
1023	Unamortized ITC - 10%
1024	B2551 Accu Def ITC-Utility Op
1025	B57 Deferred ITC
1026	
1027	B58 Deferred Regulatory Liability
1028	256211 Reg Liab-Exc Def AFUDC FIT
1029	Reg Liab-Exc Def AFUDC FIT
1030	B253 Other Deferred Credits
1031	256220 Reg Liab-Deficit Def FIT
1032	Reg Liab-Deficit Def FIT
1033	B253 Other Deferred Credits
1034	256232 Reg Liab-Exc Def Depr SIT
1035	Reg Liab-Exc Def Depr SIT
1036	B253 Other Deferred Credits
1037	256240 Reg Liab-Other
1038	Reg Liab-Other
1039	B253 Other Deferred Credits
1040	256250 Reg Liab-ARO/NNS
1041	Reg Liab-ARO/NNS
1042	B1081 Accu Depr-UP in Serv
1043	256310 Reg Liab-ITC Gross-Up 3%
1044	Reg Liab-ITC Gross-Up 3%
1045	B253 Other Deferred Credits
1046	256311 Reg Liab-ITC Gross-Up 4%
1047	Reg Liab-ITC Gross-Up 4%
1048	B253 Other Deferred Credits
1049	256312 Reg Liab-ITC Gross-Up 10%
1050	Reg Liab-ITC Gross-Up 10%

	B	C	D	E	F
1001					
1002					
1003	0.00	(253,168.00)	0.00	(253,168.00)	B56
1004					
1005					
1006	0.00	(3,077,535.00)	0.00	(3,077,535.00)	B56
1007					
1008					
1009	0.00	0.00	4,852.47	19,705.42	B56
1010					
1011					
1012	748,011.00	11,052.86	0.00	(612,974.14)	B56
1013	(363,044.00)	(24,451,229.74)	41,129.75	(25,540,651.76)	
1014					
1015					
1016					
1017					
1018	258.00	(36,445.00)	258.00	(39,541.00)	B57
1019					
1020					
1021	397.00	(86,395.00)	397.00	(91,159.00)	B57
1022					
1023					
1024	5,709.00	(961,604.00)	5,709.00	(1,030,112.00)	B57
1025	6,364.00	(1,084,444.00)	6,364.00	(1,160,812.00)	
1026					
1027					
1028					
1029					
1030	1,222.00	(463,209.75)	1,222.00	(477,873.75)	B58
1031					
1032					
1033	(1,437.00)	544,454.00	(1,437.00)	561,698.00	B58
1034					
1035					
1036	(687.08)	277,623.36	0.00	0.00	B58
1037					
1038					
1039	0.00	0.00	9,599.27	(787,140.27)	B58
1040					
1041					
1042	(34,247.54)	(2,336,424.66)	(27,908.02)	(2,047,899.63)	B58
1043					
1044					
1045	165.00	(23,055.11)	165.00	(25,035.11)	B58
1046					
1047					
1048	254.00	(55,237.20)	254.00	(58,285.20)	B58
1049					
1050					

	G	H	I
1001			
1002			
1003	253602		B283
1004			
1005			
1006	253604		B283
1007			
1008			
1009	253613		B283
1010			
1011			
1012	253701		B283
1013			
1014			
1015			
1016			
1017			
1018	255101		B2551
1019			
1020			
1021	255102		B2551
1022			
1023			
1024	255103		B2551
1025			
1026			
1027			
1028			
1029			
1030	256211		B253
1031			
1032			
1033	256220		B253
1034			
1035			
1036	256232		B253
1037			
1038			
1039	256240		B253
1040			
1041			
1042	256250		B1081
1043			
1044			
1045	256310		B253
1046			
1047			
1048	256311		B253
1049			
1050			

	A
1051	B253 Other Deferred Credits
1052	B58 Deferred Regulatory Liability
1053	
1054	B59 Other Deferred Credits
1055	262120 DCA-Accr Pension Def Benefit
1056	DCA-Accr Pension Def Benefit
1057	B253 Other Deferred Credits
1058	262210 DCA-Accr OPEB
1059	DCA-Accr OPEB
1060	B253 Other Deferred Credits
1061	262215 DCA-Accr OPEB Med Subsidy
1062	DCA-Accr OPEB Med Subsidy
1063	B253 Other Deferred Credits
1064	262304 DCA-Wtr & WW Chgs Bill
1065	DCA-Wtr & WW Chgs Bill
1066	B253 Other Deferred Credits
1067	262313 DCA-FAS 112 Costs
1068	DCA-FAS 112 Costs
1069	B253 Other Deferred Credits
1070	262317 Def Comp (prior 1/1/08)
1071	Def Comp (prior 1/1/08)
1072	B253 Other Deferred Credits
1073	262321 DCA-Inc Plan Cash LT
1074	DCA-Inc Plan Cash LT
1075	B253 Other Deferred Credits
1076	262322 DCA-Inc Plan Cash Annual
1077	DCA-Inc Plan Cash Annual
1078	B253 Other Deferred Credits
1079	262398 DCA-Other
1080	DCA-Other
1081	B253 Other Deferred Credits
1082	262598 DCN-Other
1083	DCN-Other
1084	B253 Other Deferred Credits
1085	B59 Other Deferred Credits
1086	
1087	B62 CIAC
1088	271110 CIAC-NT Mains
1089	CIAC-NT Mains
1090	B271 CIAC
1091	271120 CIAC-NT Ext Dep
1092	CIAC-NT Ext Dep
1093	B271 CIAC
1094	271130 CIAC-NT Services
1095	CIAC-NT Services
1096	B271 CIAC
1097	271140 CIAC-NT Meters
1098	CIAC-NT Meters
1099	B271 CIAC
1100	271150 CIAC-NT Hydrants

	B	C	D	E	F
1051	3,301.00	(555,886.19)	3,301.00	(595,498.19)	B58
1052	(31,429.62)	(2,611,735.55)	(14,803.75)	(3,430,034.15)	
1053					
1054					
1055					
1056					
1057	384,639.17	(1,538,145.67)	(53,582.00)	(2,288,273.52)	B59
1058					
1059					
1060	140,917.50	(263,476.46)	137,094.83	(265,387.83)	B59
1061					
1062					
1063	(7,897.07)	(112,753.07)	(11,595.00)	(69,950.00)	B59
1064					
1065					
1066	135,933.30	(135,933.30)	115,589.10	(115,589.10)	B59
1067					
1068					
1069	0.00	(24,894.00)	0.00	(24,894.00)	B59
1070					
1071					
1072	0.00	0.00	0.00	(384,592.51)	B59
1073					
1074					
1075	586.00	(1.00)	0.00	0.00	B59
1076					
1077					
1078	0.00	0.00	(10,930.40)	(57,384.58)	B59
1079					
1080					
1081	9,599.27	(671,948.90)	0.00	0.00	B59
1082					
1083					
1084	(280,879.00)	(280,879.00)	0.00	0.00	B59
1085	382,899.17	(3,028,031.40)	176,576.53	(3,206,071.54)	
1086					
1087					
1088					
1089					
1090	(1,500.00)	(3,576,302.19)	(25,914.00)	(3,572,802.19)	B62
1091					
1092					
1093	0.00	(1,748,422.00)	0.00	(1,748,422.00)	B62
1094					
1095					
1096	0.00	(487,648.62)	(3,000.00)	(484,648.62)	B62
1097					
1098					
1099	0.00	(95,036.27)	(7,000.00)	(88,036.27)	B62
1100					

	G	H	I
1051	256312		B253
1052			
1053			
1054			
1055			
1056			
1057	262120		B253
1058			
1059			
1060	262210		B253
1061			
1062			
1063	262215		B253
1064			
1065			
1066	262304		B253
1067			
1068			
1069	262313		B253
1070			
1071			
1072	262317		B253
1073			
1074			
1075	262321		B253
1076			
1077			
1078	262322		B253
1079			
1080			
1081	262398		B253
1082			
1083			
1084	262598		B253
1085			
1086			
1087			
1088			
1089			
1090	271110		B271
1091			
1092			
1093	271120		B271
1094			
1095			
1096	271130		B271
1097			
1098			
1099	271140		B271
1100			

	A
1101	CIAC-NT Hydrants
1102	B271 CIAC
1103	271160 CIAC-NT Other
1104	CIAC-NT Other
1105	B271 CIAC
1106	271170 CIAC-NT WIP
1107	CIAC-NT WIP
1108	B271 CIAC
1109	271210 CIAC-Tax Mains
1110	CIAC-Tax Mains
1111	B271 CIAC
1112	271230 CIAC-Tax Services
1113	CIAC-Tax Services
1114	B271 CIAC
1115	271240 CIAC-Tax Meters
1116	CIAC-Tax Meters
1117	B271 CIAC
1118	271250 CIAC-Tax Hydrants
1119	CIAC-Tax Hydrants
1120	B271 CIAC
1121	271260 CIAC-Tax Other
1122	CIAC-Tax Other
1123	B271 CIAC
1124	272060 Accum Amort CIAC-Other
1125	Accum Amort CIAC-Other
1126	B272 Accu Amort-CIAC
1127	272100 Accum Amort CIAC-Taxable
1128	Accum Amort CIAC-Taxable
1129	B272 Accu Amort-CIAC
1130	B62 CIAC
1131	
1132	00026 Tennessee-American Water Co.
1133	

	B	C	D	E	F
1101					
1102	0.00	(366,667.23)	(2,169.87)	(366,667.23)	B62
1103					
1104					
1105	0.00	(1,234,752.19)	0.00	(1,234,752.19)	B62
1106					
1107					
1108	0.00	0.00	0.00	0.00	B62
1109					
1110					
1111	(57,373.50)	(1,584,137.63)	0.00	(1,433,689.32)	B62
1112					
1113					
1114	(5,197.00)	(1,307,633.56)	(18,375.00)	(1,149,856.56)	B62
1115					
1116					
1117	(137.00)	(90,503.20)	(1,357.00)	(82,741.20)	B62
1118					
1119					
1120	0.00	(188,121.83)	0.00	(188,121.83)	B62
1121					
1122					
1123	0.00	98,914.00	0.00	98,914.00	B62
1124					
1125					
1126	9,385.21	1,896,321.63	9,368.62	1,782,790.17	B62
1127					
1128					
1129	4,765.95	240,947.48	4,262.74	187,652.79	B62
1130	(50,056.34)	(8,443,041.61)	(44,184.51)	(8,280,380.45)	
1131					
1132	134,983.72	(295,458.11)	(56,724.39)	(39,803.85)	
1133					

	G	H	I
1101			
1102	271150		B271
1103			
1104			
1105	271160		B271
1106			
1107			
1108	271170		B271
1109			
1110			
1111	271210		B271
1112			
1113			
1114	271230		B271
1115			
1116			
1117	271240		B271
1118			
1119			
1120	271250		B271
1121			
1122			
1123	271260		B271
1124			
1125			
1126	272060		B272
1127			
1128			
1129	272100		B272
1130			
1131			
1132			
1133			

	A
1	PCDWLD
2	83410 American Water Works Company 1
3	RT026USR Tennessee American Water Company
4	NARUCTB Trial Balance 10:26:18
5	For the Period Ending 04/30/2008
6	
7	
8	Description
9	----------
10	B01 Utility Plant Original Cost
11	101000 Land & Ld Rights P
12	303300 Land & Ld Rights P
13	B3032 Land & Land Rights SS
14	303400 Land & Ld Rights WT
15	B3033 Land & Land Rights WT
16	303500 Land & Ld Rights TD
17	B3034 Land & Land Rights TD
18	303501 Land TD
19	B3034 Land & Land Rights TD
20	303502 Rights of Way TD
21	B3034 Land & Land Rights TD
22	303600 Land & Land Rights AG
23	B3035 Land & Land Rights AG
24	304100 Struct & Imp SS
25	B3042 Struct & Improve SS
26	304200 Struct & Imp P
27	B3042 Struct & Improve SS
28	304300 Struct & Imp WT
29	B3043 Struct & Improve WT
30	304301 Struct & Imp WT Depr Pntng (
31	B3043 Struct & Improve WT
32	304400 Struct & Imp TD
33	B3044 Struct & Improve TD
34	304500 Struct & Imp AG
35	B3045 Struct & Improve AG
36	304510 Struct & Imp AG Cap Lease
37	B3045 Struct & Improve AG
38	304600 Struct & Imp Offices
39	B3045 Struct & Improve AG
40	304700 Struct & Imp Store,Shop,Gar
41	B3045 Struct & Improve AG
42	304800 Struct & Imp Misc
43	B3045 Struct & Improve AG
44	306000 Lake, River & Other Intakes
45	B3062 Lake, River & Other Intak
46	309000 Supply Mains
47	B3092 Supply Mains
48	310000 Power Generation Equip
49	B3102 Power Generation Equip
50	310100 Power Generation Equip Other

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	April	April	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	0.00	73,444.37	0.00	73,444.37	B01
14					
15	0.00	18,009.00	0.00	18,009.00	B01
16					
17	0.00	55,449.65	0.00	55,449.65	B01
18					
19	0.00	140,323.91	0.00	127,323.91	B01
20					
21	0.00	133,093.58	0.00	133,093.58	B01
22					
23	0.00	25,021.90	0.00	25,021.90	B01
24					
25	2,242.50	9,662.39	0.00	0.00	B01
26					
27	18,646.23	3,863,561.85	0.00	3,810,529.28	B01
28					
29	11,902.45	2,012,710.50	0.00	2,001,274.74	B01
30					
31	0.00	1,694,807.62	0.00	1,694,807.62	B01
32					
33	0.00	524,790.43	0.00	510,815.36	B01
34					
35	4,596.90	49,940.93	0.00	0.00	B01
36					
37	0.00	1,590,500.00	0.00	1,590,500.00	B01
38					
39	0.00	136,173.91	0.00	149,173.91	B01
40					
41	0.00	312,642.38	0.00	312,642.38	B01
42					
43	0.00	657,573.08	0.00	657,573.08	B01
44					
45	0.00	489,122.97	0.00	489,122.97	B01
46					
47	0.00	603,834.40	0.00	602,663.86	B01
48					
49	0.00	227,421.97	0.00	0.00	B01
50					

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	101000	303300	B3032
14			
15	101000	303400	B3033
16			
17	101000	303500	B3034
18			
19	101000	303501	B3034
20			
21	101000	303502	B3034
22			
23	101000	303600	B3035
24			
25	101000	304100	B3042
26			
27	101000	304200	B3042
28			
29	101000	304300	B3043
30			
31	101000	304301	B3043
32			
33	101000	304400	B3044
34			
35	101000	304500	B3045
36			
37	101000	304510	B3045
38			
39	101000	304600	B3045
40			
41	101000	304700	B3045
42			
43	101000	304800	B3045
44			
45	101000	306000	B3062
46			
47	101000	309000	B3092
48			
49	101000	310000	B3102
50			

	A
51	B3102 Power Generation Equip
52	311200 Pump Equip Electric
53	B3112 Pumping Equipment
54	311300 Pump Equip Diesel
55	B3112 Pumping Equipment
56	311500 Pump Equip Other
57	B3112 Pumping Equipment
58	311520 Pumping Equipment SS
59	B3112 Pumping Equipment
60	311530 Pumping Equipment WT
61	B3112 Pumping Equipment
62	320100 WT Equip Non-Media
63	B3203 Water Treatment Equipment
64	330000 Dist Reservoirs & Standpipes
65	B3304 Dist Reservoirs & Standpi
66	330003 Dist Res & Stand Orig Repain
67	B3304 Dist Reservoirs & Standpi
68	330100 Elevated Tanks & Standpipes
69	B3304 Dist Reservoirs & Standpi
70	330400 Clearwell
71	B3304 Dist Reservoirs & Standpi
72	331001 TD Mains Not Classified by S
73	B3314 TD Mains
74	331100 TD Mains 4in & Less
75	B3314 TD Mains
76	331200 TD Mains 6in to 8in
77	B3314 TD Mains
78	331210 TD Mains 6in to 10in (TN)
79	B3314 TD Mains
80	331300 TD Mains 10in to 16in
81	B3314 TD Mains
82	331350 TD Mains 12in & Grtr (TN)
83	B3314 TD Mains
84	331400 TD Mains 18in & Grtr
85	B3314 TD Mains
86	333000 Services
87	B3334 Services
88	334100 Meters
89	B3344 Meters & Meter Installati
90	334110 Meters Bronze Case
91	B3344 Meters & Meter Installati
92	334131 Meters Other-Rem Rdr Unts
93	B3344 Meters & Meter Installati
94	334200 Meter Installations
95	B3344 Meters & Meter Installati
96	335000 Hydrants
97	B3354 Hydrants
98	339200 Other P/E SS
99	B3392 Other Plant & Equip SS
100	339600 Other P/E CPS

	B	C	D	E	F
51	0.00	0.00	0.00	227,421.97	B01
52					
53	0.00	5,662,338.38	0.00	5,631,195.36	B01
54					
55	0.00	119,296.31	0.00	119,296.31	B01
56					
57	0.00	254,506.81	0.00	254,506.81	B01
58					
59	31,143.02	31,143.02	0.00	0.00	B01
60					
61	(31,143.02)	(31,143.02)	0.00	0.00	B01
62					
63	0.00	12,395,595.34	0.00	12,378,400.21	B01
64					
65	0.00	6,482,504.83	0.00	6,494,146.20	B01
66					
67	74,402.51	1,711,711.87	0.00	1,637,309.36	B01
68					
69	0.00	1,890,119.28	0.00	1,750,939.70	B01
70					
71	0.00	680,783.96	0.00	680,783.96	B01
72					
73	0.00	1,931,949.74	0.00	1,959,714.31	B01
74					
75	19,055.79	4,740,357.32	0.00	4,674,282.42	B01
76					
77	0.00	1,457.83	0.00	1,457.83	B01
78					
79	677,386.91	60,442,515.07	0.00	59,125,058.01	B01
80					
81	0.00	9,815,098.97	0.00	9,738,520.16	B01
82					
83	84,622.80	22,898,042.16	0.00	21,721,501.23	B01
84					
85	0.00	651,993.85	0.00	651,239.57	B01
86					
87	37,953.05	18,255,522.61	0.00	18,039,423.88	B01
88					
89	(6,921.42)	4,634,725.06	0.00	4,617,844.73	B01
90					
91	275,086.32	1,654,078.56	0.00	9,173.39	B01
92					
93	3,645.85	16,972.52	0.00	0.00	B01
94					
95	0.00	10,123,793.39	0.00	9,078,764.37	B01
96					
97	169,137.38	7,519,645.18	0.00	7,279,427.84	B01
98					
99	0.00	8,526.30	0.00	8,526.30	B01
100					

	G	H	I
51	101000	310100	B3102
52			
53	101000	311200	B3112
54			
55	101000	311300	B3112
56			
57	101000	311500	B3112
58			
59	101000	311520	B3112
60			
61	101000	311530	B3112
62			
63	101000	320100	B3203
64			
65	101000	330000	B3304
66			
67	101000	330003	B3304
68			
69	101000	330100	B3304
70			
71	101000	330400	B3304
72			
73	101000	331001	B3314
74			
75	101000	331100	B3314
76			
77	101000	331200	B3314
78			
79	101000	331210	B3314
80			
81	101000	331300	B3314
82			
83	101000	331350	B3314
84			
85	101000	331400	B3314
86			
87	101000	333000	B3334
88			
89	101000	334100	B3344
90			
91	101000	334110	B3344
92			
93	101000	334131	B3344
94			
95	101000	334200	B3344
96			
97	101000	335000	B3354
98			
99	101000	339200	B3392
100			

	A
101	B3391 Other Plant & Equip Intan
102	340100 Office Furniture & Equip
103	B3405 Office Furniture & Equip
104	340200 Comp & Periph Equip
105	B3405 Office Furniture & Equip
106	340210 Comp & Periph Mainframe
107	B3405 Office Furniture & Equip
108	340220 Comp & Periph Personal
109	B3405 Office Furniture & Equip
110	340230 Comp & Periph Other
111	B3405 Office Furniture & Equip
112	340300 Computer Software
113	B3405 Office Furniture & Equip
114	340310 Comp Software Mainframe
115	B3405 Office Furniture & Equip
116	340320 Comp Software Personal
117	B3405 Office Furniture & Equip
118	340330 Comp Software Other
119	B3405 Office Furniture & Equip
120	340400 Data Handling Equipment
121	B3405 Office Furniture & Equip
122	340500 Other Office Equipment
123	B3405 Office Furniture & Equip
124	341100 Trans Equip Lt Duty Trks
125	B3415 Transportation Equip
126	341200 Trans Equip Hvy Duty Trks
127	B3415 Transportation Equip
128	341300 Trans Equip Autos
129	B3415 Transportation Equip
130	341400 Trans Equip Other
131	B3415 Transportation Equip
132	342000 Stores Equipment
133	B3425 Stores Equipment
134	343000 Tools,Shop,Garage Equip
135	B3435 Tools, Shop, Garage Equip
136	344000 Laboratory Equipment
137	B3445 Laboratory Equipment
138	345000 Power Operated Equipment
139	B3455 Power Operated Equip
140	346100 Comm Equip Non-Telephone
141	B3465 Communication Equip
142	346190 Remote Control & Instrumenta
143	B3465 Communication Equip
144	346200 Comm Equip Telephone
145	B3465 Communication Equip
146	347000 Misc Equipment
147	B3475 Miscellaneous Equip
148	348000 Other Tangible Property
149	B3485 Other Tangible Plant
150	101100 Reg Asset-AFUDC-Debt

	B	C	D	E	F
101	0.00	0.00	0.00	405,131.83	B01
102					
103	18,106.93	514,291.96	0.00	598,089.22	B01
104					
105	0.00	296,134.25	0.00	308,231.42	B01
106					
107	0.00	603,485.60	0.00	601,115.19	B01
108					
109	6,418.61	294,990.75	0.00	562,974.17	B01
110					
111	0.00	185,999.92	0.00	200,973.62	B01
112					
113	0.00	412,127.22	0.00	412,127.22	B01
114					
115	0.00	3,535,058.66	0.00	3,535,058.66	B01
116					
117	0.00	190,122.43	0.00	206,244.92	B01
118					
119	0.00	14,221.83	0.00	14,221.83	B01
120					
121	0.00	15,283.88	0.00	15,283.88	B01
122					
123	0.00	89,831.18	0.00	137,210.02	B01
124					
125	0.00	994,716.42	0.00	1,074,346.67	B01
126					
127	192,801.22	804,262.23	0.00	628,461.01	B01
128					
129	0.00	254,776.59	0.00	254,776.59	B01
130					
131	83,694.88	320,936.86	0.00	214,418.70	B01
132					
133	0.00	43,392.21	0.00	43,392.21	B01
134					
135	1,418.54	1,223,384.90	0.00	1,161,050.13	B01
136					
137	4,788.03	373,029.71	0.00	368,087.87	B01
138					
139	0.00	332,766.90	0.00	332,766.90	B01
140					
141	0.00	352,487.48	0.00	354,831.21	B01
142					
143	25,872.16	25,872.16	0.00	0.00	B01
144					
145	0.00	82,421.72	0.00	152,448.57	B01
146					
147	0.00	1,028,221.40	0.00	1,023,783.00	B01
148					
149	0.00	4,918.13	0.00	4,918.13	B01
150					

	G	H	I
101	101000	339600	B3391
102			
103	101000	340100	B3405
104			
105	101000	340200	B3405
106			
107	101000	340210	B3405
108			
109	101000	340220	B3405
110			
111	101000	340230	B3405
112			
113	101000	340300	B3405
114			
115	101000	340310	B3405
116			
117	101000	340320	B3405
118			
119	101000	340330	B3405
120			
121	101000	340400	B3405
122			
123	101000	340500	B3405
124			
125	101000	341100	B3415
126			
127	101000	341200	B3415
128			
129	101000	341300	B3415
130			
131	101000	341400	B3415
132			
133	101000	342000	B3425
134			
135	101000	343000	B3435
136			
137	101000	344000	B3445
138			
139	101000	345000	B3455
140			
141	101000	346100	B3465
142			
143	101000	346190	B3465
144			
145	101000	346200	B3465
146			
147	101000	347000	B3475
148			
149	101000	348000	B3485
150			

	A
151	Reg Asset-AFUDC-Debt
152	B101 UP In Service
153	106000 Struct & Imp SS
154	304100 Struct & Imp SS
155	B3042 Struct & Improve SS
156	304200 Struct & Imp P
157	B3042 Struct & Improve SS
158	304300 Struct & Imp WT
159	B3043 Struct & Improve WT
160	304500 Struct & Imp AG
161	B3045 Struct & Improve AG
162	311200 Pump Equip Electric
163	B3112 Pumping Equipment
164	311500 Pump Equip Other
165	B3112 Pumping Equipment
166	311520 Pumping Equipment SS
167	B3112 Pumping Equipment
168	311530 Pumping Equipment WT
169	B3112 Pumping Equipment
170	320100 WT Equip Non-Media
171	B3203 Water Treatment Equipment
172	330003 Dist Res & Stand Orig Repain
173	B3304 Dist Reservoirs & Standpi
174	330100 Elevated Tanks & Standpipes
175	B3304 Dist Reservoirs & Standpi
176	331001 TD Mains Not Classified by S
177	B3314 TD Mains
178	331100 TD Mains 4in & Less
179	B3314 TD Mains
180	331210 TD Mains 6in to 10in (TN)
181	B3314 TD Mains
182	331350 TD Mains 12in & Grtr (TN)
183	B3314 TD Mains
184	333000 Services
185	B3334 Services
186	334100 Meters
187	B3344 Meters & Meter Installati
188	334110 Meters Bronze Case
189	B3344 Meters & Meter Installati
190	334131 Meters Other-Rem Rdr Unts
191	B3344 Meters & Meter Installati
192	334200 Meter Installations
193	B3344 Meters & Meter Installati
194	335000 Hydrants
195	B3354 Hydrants
196	340100 Office Furniture & Equip
197	B3405 Office Furniture & Equip
198	340220 Comp & Periph Personal
199	B3405 Office Furniture & Equip
200	340230 Comp & Periph Other

	B	C	D	E	F
151					
152	0.00	46,099.00	0.00	46,099.00	B01
153					
154					
155	(2,242.50)	0.00	0.00	0.00	B01
156					
157	(18,646.23)	0.00	0.00	0.00	B01
158					
159	(11,902.45)	0.00	0.00	0.00	B01
160					
161	(4,585.78)	127,957.21	0.00	0.00	B01
162					
163	(48.80)	0.00	0.00	0.00	B01
164					
165	0.00	13,556.55	0.00	0.00	B01
166					
167	10,131.34	100,286.07	0.00	0.00	B01
168					
169	48.80	0.00	0.00	0.00	B01
170					
171	0.00	74,100.18	0.00	0.00	B01
172					
173	(74,402.51)	287,537.62	72,817.13	72,817.13	B01
174					
175	6,888.04	6,888.04	17,536.63	17,536.63	B01
176					
177	0.00	553.86	0.00	0.00	B01
178					
179	(3,236.62)	110,978.26	2,381.30	2,381.30	B01
180					
181	(477,505.84)	1,703,332.99	44,974.00	44,974.00	B01
182					
183	177,132.76	1,066,901.29	112,091.14	112,091.14	B01
184					
185	58,553.61	880,983.51	540,368.21	540,368.21	B01
186					
187	6,921.42	11,825.26	121,855.26	121,855.26	B01
188					
189	(7.77)	90.62	0.00	0.00	B01
190					
191	(3,645.85)	0.00	0.00	0.00	B01
192					
193	(299.92)	53,871.38	341,676.64	341,676.64	B01
194					
195	(103,266.62)	240,663.71	8,591.47	8,591.47	B01
196					
197	(18,106.93)	4,019.04	0.00	0.00	B01
198					
199	(6,418.61)	24,981.25	0.00	0.00	B01
200					

	G	H	I
151			
152	101100		B101
153			
154			
155	106000	304100	B3042
156			
157	106000	304200	B3042
158			
159	106000	304300	B3043
160			
161	106000	304500	B3045
162			
163	106000	311200	B3112
164			
165	106000	311500	B3112
166			
167	106000	311520	B3112
168			
169	106000	311530	B3112
170			
171	106000	320100	B3203
172			
173	106000	330003	B3304
174			
175	106000	330100	B3304
176			
177	106000	331001	B3314
178			
179	106000	331100	B3314
180			
181	106000	331210	B3314
182			
183	106000	331350	B3314
184			
185	106000	333000	B3334
186			
187	106000	334100	B3344
188			
189	106000	334110	B3344
190			
191	106000	334131	B3344
192			
193	106000	334200	B3344
194			
195	106000	335000	B3354
196			
197	106000	340100	B3405
198			
199	106000	340220	B3405
200			

	A
201	B3405 Office Furniture & Equip
202	341200 Trans Equip Hvy Duty Trks
203	B3415 Transportation Equip
204	341400 Trans Equip Other
205	B3415 Transportation Equip
206	343000 Tools,Shop,Garage Equip
207	B3435 Tools, Shop, Garage Equip
208	344000 Laboratory Equipment
209	B3445 Laboratory Equipment
210	346190 Remote Control & Instrumenta
211	B3465 Communication Equip
212	346200 Comm Equip Telephone
213	B3465 Communication Equip
214	347000 Misc Equipment
215	B3475 Miscellaneous Equip
216	B01 Utility Plant Original Cost
217	
218	B02 CWIP
219	105050 CWIP Accr-Infra
220	21 CWIP Accr-Infra
221	B105 CWIP
222	31 CWIP Accr-Plant
223	B105 CWIP
224	105110 CWIP History
225	1 CWIP History
226	B105 CWIP
227	31 CWIP History-Plant
228	B105 CWIP
229	105125 CWIP Permits & Fees
230	1 CWIP Permits & Fees
231	B105 CWIP
232	21 CWIP Permits-Infrastr
233	B105 CWIP
234	105150 CWIP M&S & Purchases
235	CWIP M&S & Purchases
236	B105 CWIP
237	1 CWIP M&S & Purchases
238	B105 CWIP
239	11 CWIP M & S-Bldgs
240	B105 CWIP
241	21 CWIP M & S-Infrastr
242	B105 CWIP
243	31 CWIP M & S-Plant
244	B105 CWIP
245	105175 CWIP Professional Services
246	1 CWIP Professional Services
247	B105 CWIP
248	21 CWIP Prof Svc-Infrastr
249	B105 CWIP
250	31 CWIP Prof Svc-Plant

	B	C	D	E	F
201	0.00	32,199.86	0.00	0.00	B01
202					
203	(192,801.22)	382,360.08	0.00	0.00	B01
204					
205	(83,694.88)	0.00	0.00	0.00	B01
206					
207	(1,418.54)	4,661.96	0.00	0.00	B01
208					
209	(4,788.03)	8,194.02	0.00	0.00	B01
210					
211	(25,872.16)	38,398.38	0.00	0.00	B01
212					
213	0.00	3,282.27	0.00	0.00	B01
214					
215	3,918.76	65,980.11	0.00	0.00	B01
216	935,561.11	201,792,057.09	1,262,291.78	192,248,713.28	
217					
218					
219					
220					
221	(218,360.93)	21,364.81	0.00	310,572.01	B02
222					
223	224,938.59	268,491.44	0.00	7,048.31	B02
224					
225					
226	0.00	873,391.07	0.00	(4,063.93)	B02
227					
228	0.00	4,063.93	0.00	4,063.93	B02
229					
230					
231	0.00	139,371.47	0.00	139,371.47	B02
232					
233	11,349.00	579,458.36	13,613.62	491,656.93	B02
234					
235					
236	0.00	(512.98)	0.00	0.00	B02
237					
238	0.00	11,775,885.53	0.00	12,653,340.53	B02
239					
240	0.00	48,681.22	0.00	48,681.22	B02
241					
242	120,063.95	9,851,999.04	77,600.65	7,276,416.04	B02
243					
244	8,016.80	5,832,225.06	131,700.35	4,882,760.65	B02
245					
246					
247	0.00	7,762.52	0.00	7,762.52	B02
248					
249	0.00	208,326.55	0.00	205,219.45	B02
250					

	G	H	I
201	106000	340230	B3405
202			
203	106000	341200	B3415
204			
205	106000	341400	B3415
206			
207	106000	343000	B3435
208			
209	106000	344000	B3445
210			
211	106000	346190	B3465
212			
213	106000	346200	B3465
214			
215	106000	347000	B3475
216			
217			
218			
219			
220			
221	105050	21	B105
222			
223	105050	31	B105
224			
225			
226	105110	1	B105
227			
228	105110	31	B105
229			
230			
231	105125	1	B105
232			
233	105125	21	B105
234			
235			
236	105150		B105
237			
238	105150	1	B105
239			
240	105150	11	B105
241			
242	105150	21	B105
243			
244	105150	31	B105
245			
246			
247	105175	1	B105
248			
249	105175	21	B105
250			

	A
251	B105 CWIP
252	105200 CWIP Co Labor
253	1 CWIP Co Labor
254	B105 CWIP
255	21 CWIP Co Labor-Infrastr
256	B105 CWIP
257	31 CWIP Co Labor-Plant
258	B105 CWIP
259	105250 CWIP Co Labor OH
260	1 CWIP Co Labor OH
261	B105 CWIP
262	21 CWIP Labor OH-Infrastr
263	B105 CWIP
264	31 CWIP Labor OH-Plant
265	B105 CWIP
266	105260 CWIP Overhead
267	1 CWIP Overhead
268	B105 CWIP
269	11 CWIP Overhead-Bldgs
270	B105 CWIP
271	21 CWIP Overhead-Infrastr
272	B105 CWIP
273	31 CWIP Overhead-Plant
274	B105 CWIP
275	105270 CWIP AWWSC Chg-Infrastr
276	21 CWIP AWWSC Chg-Infrastr
277	B105 CWIP
278	31 CWIP AWWSC Chg-Plant
279	B105 CWIP
280	105275 CWIP Contracted Services
281	1 CWIP Contracted Services
282	B105 CWIP
283	21 CWIP Contr Svc-Infrastr
284	B105 CWIP
285	31 CWIP Contr Svc-Plant
286	B105 CWIP
287	105280 CWIP Retainage
288	1 CWIP Retainage
289	B105 CWIP
290	21 CWIP Retainage-Infrastr
291	B105 CWIP
292	105300 CWIP Paving
293	1 CWIP Paving
294	B105 CWIP
295	21 CWIP Paving-Infrastr
296	B105 CWIP
297	105350 CWIP AFUDC Debt
298	1 CWIP AFUDC Debt
299	B105 CWIP
300	21 CWIP AFUDC Debt-Infrastr

	B	C	D	E	F
251	0.00	3,557.81	0.00	3,118.50	B02
252					
253					
254	0.00	2,132,747.00	0.00	2,132,747.00	B02
255					
256	54,057.47	3,158,850.18	49,838.34	2,529,385.47	B02
257					
258	50.52	689,733.13	1,013.24	679,472.74	B02
259					
260					
261	0.00	1,536,397.70	0.00	1,536,572.87	B02
262					
263	34,385.01	2,166,051.19	32,250.77	1,712,450.23	B02
264					
265	25.89	266,900.59	0.00	266,699.32	B02
266					
267					
268	0.00	565,577.28	0.00	565,577.28	B02
269					
270	0.00	7,590.50	0.00	7,590.50	B02
271					
272	58,405.12	5,173,648.27	59,096.43	4,170,395.14	B02
273					
274	3,336.81	985,710.93	62,131.79	708,289.59	B02
275					
276					
277	0.00	362,970.21	0.00	358,299.84	B02
278					
279	7,283.86	99,992.37	0.00	65,192.34	B02
280					
281					
282	0.00	8,050,346.99	0.00	8,050,346.99	B02
283					
284	415,127.87	27,180,907.98	80,344.74	22,679,805.57	B02
285					
286	27,099.38	4,818,587.17	94,750.88	3,640,592.70	B02
287					
288					
289	0.00	24,826.46	0.00	24,826.46	B02
290					
291	0.00	75,944.12	0.00	75,944.12	B02
292					
293					
294	0.00	81,374.39	0.00	81,374.39	B02
295					
296	11,679.02	893,742.75	4,894.14	707,796.79	B02
297					
298					
299	0.00	323,399.93	0.00	323,399.93	B02
300					

	G	H	I
251	105175	31	B105
252			
253			
254	105200	1	B105
255			
256	105200	21	B105
257			
258	105200	31	B105
259			
260			
261	105250	1	B105
262			
263	105250	21	B105
264			
265	105250	31	B105
266			
267			
268	105260	1	B105
269			
270	105260	11	B105
271			
272	105260	21	B105
273			
274	105260	31	B105
275			
276			
277	105270	21	B105
278			
279	105270	31	B105
280			
281			
282	105275	1	B105
283			
284	105275	21	B105
285			
286	105275	31	B105
287			
288			
289	105280	1	B105
290			
291	105280	21	B105
292			
293			
294	105300	1	B105
295			
296	105300	21	B105
297			
298			
299	105350	1	B105
300			

	A
301	B105 CWIP
302	31 CWIP AFUDC Debt-Plant
303	B105 CWIP
304	105375 CWIP AFUDC Equity
305	1 CWIP AFUDC Equity
306	B105 CWIP
307	21 CWIP AFUDC Eqty-Infrastr
308	B105 CWIP
309	31 CWIP AFUDC Eqty-Plant
310	B105 CWIP
311	105390 CWIP Trans Prior Yr Chgs
312	1 CWIP Trans Prior Yr Chgs
313	B105 CWIP
314	21 CWIP Tran PY Chg-Infrastr
315	B105 CWIP
316	31 CWIP Tran PY Chg-Plant
317	B105 CWIP
318	105900 CWIP Transfer to UPIS
319	CWIP Transfer to UPIS
320	B105 CWIP
321	1 CWIP Transfer to UPIS
322	B105 CWIP
323	21 CWIP Tran UPIS-Infrastr
324	B105 CWIP
325	31 CWIP Tran UPIS-Plant
326	B105 CWIP
327	B02 CWIP
328	
329	B03 Accumulated Depreciation
330	108105 AD UPIS-Acc Depr-Not Classifd
331	AD UPIS-Acc Depr-Not Classif
332	B1081 Accu Depr-UP in Serv
333	01 AD UPIS-AccDepr-Oper Bldgs
334	B1081 Accu Depr-UP in Serv
335	02 AD UPIS-AccDepr-Admin Bldgs
336	B1081 Accu Depr-UP in Serv
337	04 AD UPIS-AccDepr-Fin Leases
338	B1081 Accu Depr-UP in Serv
339	05 AD UPIS-AccDepr-Infrastructu
340	B1081 Accu Depr-UP in Serv
341	06 AD UPIS-AccDepr-Op Water Pro
342	B1081 Accu Depr-UP in Serv
343	07 AD UPIS-AccDepr-Oth Op Equip
344	B1081 Accu Depr-UP in Serv
345	08 AD UPIS-AccDepr-Office Equip
346	B1081 Accu Depr-UP in Serv
347	108110 AD UPIS-Removal Cost
348	AD UPIS-Removal Cost
349	B1081 Accu Depr-UP in Serv
350	108115 AD UPIS-Salvage

	B	C	D	E	F
301	169.49	205,605.82	2,388.15	195,103.66	B02
302					
303	2,391.35	292,248.40	644.34	281,154.80	B02
304					
305					
306	0.00	329,891.24	0.00	329,891.24	B02
307					
308	183.41	242,171.71	3,088.70	230,261.52	B02
309					
310	2,587.45	303,447.35	833.36	291,304.17	B02
311					
312					
313	0.00	58,009.12	0.00	58,009.12	B02
314					
315	0.00	(348,002.73)	0.00	(348,002.73)	B02
316					
317	0.00	42,429.68	0.00	42,429.68	B02
318					
319					
320	0.00	(553.86)	0.00	0.00	B02
321					
322	0.00	(25,780,055.89)	0.00	(25,780,055.89)	B02
323					
324	(918,446.98)	(50,520,628.86)	(1,189,474.65)	(41,138,101.52)	B02
325					
326	(17,114.13)	(11,408,157.75)	(72,817.13)	(9,574,286.83)	B02
327	(172,771.05)	1,625,769.20	(648,102.28)	930,414.12	
328					
329					
330					
331					
332	0.00	(42,266,608.78)	0.00	(42,263,077.51)	B03
333					
334	(32,257.60)	(2,051,814.83)	(32,389.02)	(1,665,900.61)	B03
335					
336	(4,133.66)	(230,280.83)	(4,243.49)	(184,017.94)	B03
337					
338	(513.07)	(2,791.89)	0.00	0.00	B03
339					
340	(159,994.67)	(9,899,454.41)	(154,656.15)	(7,956,366.79)	B03
341					
342	(81,494.08)	(4,684,098.80)	(79,190.27)	(3,725,323.63)	B03
343					
344	(42,293.07)	(2,367,350.07)	(42,585.15)	(1,845,393.75)	B03
345					
346	(78,679.07)	(4,058,574.03)	(82,462.59)	(3,174,819.20)	B03
347					
348					
349	0.00	670,400.56	0.00	670,400.56	B03
350					

	G	H	I
301	105350	21	B105
302			
303	105350	31	B105
304			
305			
306	105375	1	B105
307			
308	105375	21	B105
309			
310	105375	31	B105
311			
312			
313	105390	1	B105
314			
315	105390	21	B105
316			
317	105390	31	B105
318			
319			
320	105900		B105
321			
322	105900	1	B105
323			
324	105900	21	B105
325			
326	105900	31	B105
327			
328			
329			
330			
331			
332	108105		B1081
333			
334	108105	1	B1081
335			
336	108105	2	B1081
337			
338	108105	4	B1081
339			
340	108105	5	B1081
341			
342	108105	6	B1081
343			
344	108105	7	B1081
345			
346	108105	8	B1081
347			
348			
349	108110		B1081
350			

	A
351	AD UPIS-Salvage
352	B1081 Accu Depr-UP in Serv
353	108120 AD UPIS-Scrap Meters
354	AD UPIS-Scrap Meters
355	B1081 Accu Depr-UP in Serv
356	108125 AD UPIS-Salv Ins Rec
357	AD UPIS-Salv Ins Rec
358	B1081 Accu Depr-UP in Serv
359	108130 AD UPIS-Salv Rtrn Stk
360	AD UPIS-Salv Rtrn Stk
361	B1081 Accu Depr-UP in Serv
362	108135 AD UPIS-Salv Trade-In
363	AD UPIS-Salv Trade-In
364	B1081 Accu Depr-UP in Serv
365	108140 AD UPIS-Salv Sale
366	AD UPIS-Salv Sale
367	B1081 Accu Depr-UP in Serv
368	108145 AD UPIS-Orig Cost-Not Classifd
369	AD UPIS-Orig Cost-Not Classi
370	B1081 Accu Depr-UP in Serv
371	108190 Acc Depr Reg Asset
372	Acc Depr Reg Asset
373	B1081 Accu Depr-UP in Serv
374	110110 Acc Amort UP Cap Lease
375	Acc Amort UP Cap Lease
376	B1101 Accu Amort-UP in Serv
377	B03 Accumulated Depreciation
378	
379	B04 UPAA
380	114300 UPAA Post 1/1/06
381	UPAA Post 1/1/06
382	B114 UPAA
383	B04 UPAA
384	
385	B08 Other Investments
386	123140 Goodwill
387	Goodwill
388	B123 Investment in Assoc Co
389	B08 Other Investments
390	
391	B10 Cash & Cash Equivalents
392	131326 First Union Bank
393	001 First Union Bank
394	B1312 Cash in Bank
395	002 SunTrust
396	B1312 Cash in Bank
397	003 BB&T
398	B1312 Cash in Bank
399	004 Deutsche Bank
400	B1312 Cash in Bank

	B	C	D	E	F
351					
352	0.00	(37,006.15)	0.00	(3,932.37)	B03
353					
354					
355	0.00	(48,539.51)	0.00	(43,218.52)	B03
356					
357					
358	0.00	(33,331.94)	0.00	(33,331.94)	B03
359					
360					
361	0.00	(20,799.10)	0.00	(20,799.10)	B03
362					
363					
364	0.00	(27,975.00)	0.00	(27,975.00)	B03
365					
366					
367	0.00	(9,860.00)	0.00	(9,860.00)	B03
368					
369					
370	0.00	8,022,537.55	0.00	6,348,929.24	B03
371					
372					
373	(98.00)	(18,174.18)	(98.00)	(16,998.18)	B03
374					
375					
376	(8,836.11)	(1,051,497.09)	(8,836.11)	(945,463.77)	B03
377	(408,299.33)	(58,115,218.50)	(404,460.78)	(54,897,148.51)	
378					
379					
380					
381					
382	0.00	74,850.17	0.00	0.00	B04
383	0.00	74,850.17	0.00	0.00	
384					
385					
386					
387					
388	0.00	0.00	0.00	74,850.17	B08
389	0.00	0.00	0.00	74,850.17	
390					
391					
392					
393					
394	0.00	0.00	0.00	0.00	B10
395					
396	0.00	3,579.70	0.00	8,715.11	B10
397					
398	0.00	0.00	0.00	0.00	B10
399					
400	5,538.32	(3,503.79)	88,716.35	160,246.61	B10

	G	H	I
351			
352	108115		B1081
353			
354			
355	108120		B1081
356			
357			
358	108125		B1081
359			
360			
361	108130		B1081
362			
363			
364	108135		B1081
365			
366			
367	108140		B1081
368			
369			
370	108145		B1081
371			
372			
373	108190		B1081
374			
375			
376	110110		B1101
377			
378			
379			
380			
381			
382	114300		B114
383			
384			
385			
386			
387			
388	123140		B123
389			
390			
391			
392			
393			
394	131326	1	B1312
395			
396	131326	2	B1312
397			
398	131326	3	B1312
399			
400	131326	4	B1312

	A
401	005 Cash-Mellon Lockbox
402	B1312 Cash in Bank
403	131998 Cash Clear-NSF Checks
404	001 Cash Clear-NSF Checks
405	B1312 Cash in Bank
406	003 Cash Clear-Misc DR/CR
407	B1312 Cash in Bank
408	004 Cash Clear-MI's
409	B1312 Cash in Bank
410	005 Cash Clear-ORCOM
411	B1312 Cash in Bank
412	006 Cash Clear-Interco
413	B1312 Cash in Bank
414	008 Cash Clear-General
415	B1312 Cash in Bank
416	134100 Petty Cash
417	Petty Cash
418	B134 Working Funds
419	B10 Cash & Cash Equivalents
420	
421	B12 Customer Accounts Receivable
422	141000 Customer A/R
423	Customer A/R
424	B141 Customer Accts Receivable
425	141999 Customer A/R Clearing
426	Customer A/R Clearing
427	B141 Customer Accts Receivable
428	B12 Customer Accounts Receivable
429	
430	B13 Allowance for Uncollectible A/
431	143000 Accum prov-uncoll accts
432	Accum prov-uncoll accts
433	B143 Accu Prov for Uncollectib
434	B13 Allowance for Uncollectible A/
435	
436	B14 Accrued Utility Revenue
437	144000 Accrued Utility Revenue
438	Accrued Utility Revenue
439	B173 Accrued Utility Revenues
440	B14 Accrued Utility Revenue
441	
442	B15 FIT Refund Due From Assoc Co
443	145000 FIT Refund Receivable
444	FIT Refund Receivable
445	B142 Other Accounts Receivable
446	145100 SIT Refund Receivable
447	SIT Refund Receivable
448	B142 Other Accounts Receivable
449	B15 FIT Refund Due From Assoc Co
450	

	B	C	D	E	F
401					
402	(4,629.44)	260,651.53	0.00	0.00	B10
403					
404					
405	(766.14)	316.03	(288.57)	0.00	B10
406					
407	(22.57)	(22.57)	0.00	(57.45)	B10
408					
409	228.97	23.62	0.00	0.00	B10
410					
411	358.28	0.00	72.84	72.84	B10
412					
413	(11,767.89)	282.08	(375.33)	(444.10)	B10
414					
415	0.00	0.00	104,554.59	346,901.51	B10
416					
417					
418	0.00	200.00	8.00	208.00	B10
419	(11,060.47)	261,526.60	192,687.88	515,642.52	
420					
421					
422					
423					
424	471,640.61	2,701,235.86	15,134.97	2,434,575.70	B12
425					
426					
427	0.00	(83.33)	1,259.55	(115.52)	B12
428	471,640.61	2,701,152.53	16,394.52	2,434,460.18	
429					
430					
431					
432					
433	6,079.47	(220,333.14)	71,706.63	(269,552.65)	B13
434	6,079.47	(220,333.14)	71,706.63	(269,552.65)	
435					
436					
437					
438					
439	(260,659.62)	1,525,888.94	293,964.62	1,723,966.71	B14
440	(260,659.62)	1,525,888.94	293,964.62	1,723,966.71	
441					
442					
443					
444					
445	0.00	0.00	(89,459.70)	0.00	B15
446					
447					
448	(1,693.00)	0.00	(16,049.25)	178,015.99	B15
449	(1,693.00)	0.00	(105,508.95)	178,015.99	
450					

	G	H	I
401			
402	131326	5	B1312
403			
404			
405	131998	1	B1312
406			
407	131998	3	B1312
408			
409	131998	4	B1312
410			
411	131998	5	B1312
412			
413	131998	6	B1312
414			
415	131998	8	B1312
416			
417			
418	134100		B134
419			
420			
421			
422			
423			
424	141000		B141
425			
426			
427	141999		B141
428			
429			
430			
431			
432			
433	143000		B143
434			
435			
436			
437			
438			
439	144000		B173
440			
441			
442			
443			
444			
445	145000		B142
446			
447			
448	145100		B142
449			
450			

	A
451	B16 Miscellaneous Receivables
452	146100 Misc A/R-System
453	Misc A/R-System
454	B142 Other Accounts Receivable
455	001 Misc A/R-Manual
456	B142 Other Accounts Receivable
457	146115 Misc A/R-Medicare Subsidy
458	Misc A/R-Medicare Subsidy
459	B142 Other Accounts Receivable
460	146120 Misc A/R-Collections by Others
461	Misc A/R-Collections by Othe
462	B142 Other Accounts Receivable
463	146370 Accum prov-uncoll misc a/r
464	Accum prov-uncoll misc a/r
465	B142 Other Accounts Receivable
466	146500 A/R Assoc Cos
467	AW46 A/R Assoc Cos-AW46
468	B145 A/R from Assoc Co
469	SLPP A/R Assoc Cos-SLPP
470	B145 A/R from Assoc Co
471	B16 Miscellaneous Receivables
472	
473	B17 Materials & Supplies
474	151100 Plant Material
475	Plant Material
476	B151 Plant Material & Supplies
477	151300 Chemicals
478	Chemicals
479	B151 Plant Material & Supplies
480	153000 Other Mat & Supplies
481	Other Mat & Supplies
482	B153 Other Material & Supplies
483	B17 Materials & Supplies
484	
485	B19 Prepayments
486	165100 Prepaid Taxes
487	Prepaid Taxes
488	B162 Prepayments
489	165200 Prepaid Insurance
490	Prepaid Insurance
491	B162 Prepayments
492	165300 Prepaid PUC/PSC Assessments
493	Prepaid PUC/PSC Assessments
494	B162 Prepayments
495	165500 Prepaid Other
496	Prepaid Other
497	B162 Prepayments
498	174100 Deferred Vacation Pay
499	Deferred Vacation Pay
500	B174 Misc Current & Accr Asset

	B	C	D	E	F
451					
452					
453					
454	11,573.96	27,215.27	5,643.36	25,618.60	B16
455					
456	3,883.23	3,883.23	0.00	0.00	B16
457					
458					
459	(35,915.48)	26,064.00	0.00	24,173.35	B16
460					
461					
462	0.00	0.00	0.00	0.00	B16
463					
464					
465	(5,936.62)	(5,936.62)	0.00	(1,292.05)	B16
466					
467					
468	(3,958.89)	0.00	0.00	0.00	B16
469					
470	(5,612.50)	1,532.23	55.08	8,806.04	B16
471	(35,966.30)	52,758.11	5,698.44	57,305.94	
472					
473					
474					
475					
476	17,566.64	274,334.77	45,773.80	270,637.43	B17
477					
478					
479	4,890.01	79,684.81	337.57	71,313.06	B17
480					
481					
482	0.00	0.00	3,972.53	0.00	B17
483	22,456.65	354,019.58	50,083.90	341,950.49	
484					
485					
486					
487					
488	(48,185.08)	96,370.21	(33,775.67)	67,551.34	B19
489					
490					
491	77,246.26	154,878.82	(48,702.19)	161,768.91	B19
492					
493					
494	(8,031.69)	51,233.81	(5,427.75)	44,330.49	B19
495					
496					
497	(6,883.40)	45,858.67	(6,800.97)	139,508.74	B19
498					
499					
500	109,059.18	174,657.23	0.00	133,286.59	B19

	G	H	I
451			
452			
453			
454	146100		B142
455			
456	146100	1	B142
457			
458			
459	146115		B142
460			
461			
462	146120		B142
463			
464			
465	146370		B142
466			
467			
468	146500	AW46	B145
469			
470	146500	SLPP	B145
471			
472			
473			
474			
475			
476	151100		B151
477			
478			
479	151300		B151
480			
481			
482	153000		B153
483			
484			
485			
486			
487			
488	165100		B162
489			
490			
491	165200		B162
492			
493			
494	165300		B162
495			
496			
497	165500		B162
498			
499			
500	174100		B174

	A
501	174200 Curr State Def Tax
502	Curr State Def Tax
503	B174 Misc Current & Accr Asset
504	174300 Curr Fed Def Tax
505	Curr Fed Def Tax
506	B174 Misc Current & Accr Asset
507	B19 Prepayments
508	
509	B23 Debt & Preferred Stock Exp
510	181110 Unamort Debt Exp-Out
511	Unamort Debt Exp-Out
512	B181 Unamort Debt Expense
513	181120 Unamort Debt Exp-In
514	AW46 Unamort Debt AW46
515	B181 Unamort Debt Expense
516	181121 Unamort Debt AW46 NoIAS
517	AW46 Unamort Debt AW46 NoIAS
518	B181 Unamort Debt Expense
519	B23 Debt & Preferred Stock Exp
520	
521	B24 Deferred Rate Proceedings
522	182000 Deferred Rate Proceedings
523	Deferred Rate Proceedings
524	B1861 Deferred Rate Case
525	B24 Deferred Rate Proceedings
526	
527	B25 Preliminary Survey & Invest
528	183000 Prelim Survey & Invest
529	Prelim Survey & Invest
530	B183 Prelim Survey & Invest
531	B25 Preliminary Survey & Invest
532	
533	B26 Deferred Regulatory Asset
534	186030 Reg Asset-AFUDC-Eq-CWIP
535	Reg Asset-AFUDC-Eq-CWIP
536	B1862 Other Deferred Debits
537	186035 Reg Asset-AFUDC-Equity
538	Reg Asset-AFUDC-Equity
539	B1862 Other Deferred Debits
540	186040 Reg Asset-Plt Flow-Diff
541	Reg Asset-Plt Flow-Diff
542	B1862 Other Deferred Debits
543	186045 Reg Asset-Other
544	Reg Asset-Other
545	B1862 Other Deferred Debits
546	186051 Reg Asset-St Tax Chg
547	Reg Asset-St Tax Chg
548	B1862 Other Deferred Debits
549	186055 Reg Asset-Accum Amort
550	Reg Asset-Accum Amort

	B	C	D	E	F
501					
502					
503	0.00	12,599.00	0.00	12,599.00	B19
504					
505					
506	0.00	63,429.00	0.00	63,429.00	B19
507	123,205.27	599,026.74	(94,706.58)	622,474.07	
508					
509					
510					
511					
512	(926.71)	59,670.97	(936.53)	71,279.57	B23
513					
514					
515	(417.08)	14,597.80	(111,490.10)	19,601.96	B23
516					
517					
518	(1,030.21)	97,192.16	110,036.81	110,036.81	B23
519	(2,374.00)	171,460.93	(2,389.82)	200,918.34	
520					
521					
522					
523					
524	62,902.89	808,532.19	(89,822.41)	402,239.50	B24
525	62,902.89	808,532.19	(89,822.41)	402,239.50	
526					
527					
528					
529					
530	0.00	0.00	0.00	0.00	B25
531	0.00	0.00	0.00	0.00	
532					
533					
534					
535					
536	1,755.63	9,487.40	2,485.03	92,575.13	B26
537					
538					
539	0.00	1,007,866.19	0.00	909,540.41	B26
540					
541					
542	(43,588.00)	4,825,417.48	(41,518.00)	5,331,913.48	B26
543					
544					
545	(7,569.00)	1,416,632.07	(7,569.00)	1,507,460.07	B26
546					
547					
548	3,686.00	2,682,987.00	3,686.00	2,638,755.00	B26
549					
550					

	G	H	I
501			
502			
503	174200		B174
504			
505			
506	174300		B174
507			
508			
509			
510			
511			
512	181110		B181
513			
514			
515	181120	AW46	B181
516			
517			
518	181121	AW46	B181
519			
520			
521			
522			
523			
524	182000		B1861
525			
526			
527			
528			
529			
530	183000		B183
531			
532			
533			
534			
535			
536	186030		B1862
537			
538			
539	186035		B1862
540			
541			
542	186040		B1862
543			
544			
545	186045		B1862
546			
547			
548	186051		B1862
549			
550			

	A
551	B1862 Other Deferred Debits
552	B26 Deferred Regulatory Asset
553	
554	B27 Other Deferred Debits
555	183280 DEF-Customer Service Project
556	DEF-Customer Service Project
557	B183 Prelim Survey & Invest
558	183281 DEF-Financial Services Project
559	DEF-Financial Services Proje
560	B183 Prelim Survey & Invest
561	184100 Eng Clearing Dist OH
562	Eng Clearing Dist OH
563	B184 Clearing Accounts
564	184101 Eng Clearing Eng OH
565	Eng Clearing Eng OH
566	B184 Clearing Accounts
567	184102 Mngmt Studu - AMR
568	Mngmt Studu - AMR
569	B184 Clearing Accounts
570	184103 Mngmt Study - Pipe Assmnt
571	Mngmt Study - Pipe Assmnt
572	B184 Clearing Accounts
573	185110 RWIP History
574	RWIP History
575	B1862 Other Deferred Debits
576	185125 RWIP Permits, Fees & Premiums
577	RWIP Permits, Fees & Premium
578	B1862 Other Deferred Debits
579	21 RWIP Permits, Fees & Premium
580	B1862 Other Deferred Debits
581	185150 RWIP M & S and Purchases
582	RWIP M & S and Purchases
583	B1862 Other Deferred Debits
584	21 RWIP M & S and Purchases
585	B1862 Other Deferred Debits
586	185200 RWIP Co Labor
587	RWIP Co Labor
588	B1862 Other Deferred Debits
589	21 RWIP Co Labor
590	B1862 Other Deferred Debits
591	185250 RWIP Co Labor OH
592	RWIP Co Labor OH
593	B1862 Other Deferred Debits
594	21 RWIP Co Labor OH
595	B1862 Other Deferred Debits
596	185275 RWIP Contracted Services
597	RWIP Contracted Services
598	B1862 Other Deferred Debits
599	21 RWIP Contracted Services
600	B1862 Other Deferred Debits

	B	C	D	E	F
551	(1,779.33)	(187,213.42)	(1,214.00)	(163,039.25)	B26
552	(47,494.70)	9,755,176.72	(44,129.97)	10,317,204.84	
553					
554					
555					
556					
557	(8,175.97)	515,086.11	(8,175.97)	613,197.75	B27
558					
559					
560	(3,063.36)	192,991.68	(3,063.36)	229,752.00	B27
561					
562					
563	44,282.35	105,143.09	(27,603.58)	(20,521.10)	B27
564					
565					
566	6,256.24	8,885.78	18,103.95	10,229.28	B27
567					
568					
569	316.33	252.96	1,676.79	518.14	B27
570					
571					
572	28.86	169.78	112.42	281.10	B27
573					
574					
575	0.00	0.00	0.00	0.00	B27
576					
577					
578	0.00	5,398.00	0.00	5,398.00	B27
579					
580	0.00	2,915.00	0.00	0.00	B27
581					
582					
583	0.00	14,724.58	496.40	15,686.58	B27
584					
585	357.04	2,752.30	0.00	0.00	B27
586					
587					
588	0.00	283,698.88	7,601.99	280,096.64	B27
589					
590	10,911.48	124,011.59	0.00	0.00	B27
591					
592					
593	0.00	171,382.49	4,480.36	169,268.04	B27
594					
595	6,150.73	77,808.82	0.00	0.00	B27
596					
597					
598	0.00	704,755.87	0.00	660,887.02	B27
599					
600	0.00	15,983.50	0.00	0.00	B27

	G	H	I
551	186055		B1862
552			
553			
554			
555			
556			
557	183280		B183
558			
559			
560	183281		B183
561			
562			
563	184100		B184
564			
565			
566	184101		B184
567			
568			
569	184102		B184
570			
571			
572	184103		B184
573			
574			
575	185110		B1862
576			
577			
578	185125		B1862
579			
580	185125	21	B1862
581			
582			
583	185150		B1862
584			
585	185150	21	B1862
586			
587			
588	185200		B1862
589			
590	185200	21	B1862
591			
592			
593	185250		B1862
594			
595	185250	21	B1862
596			
597			
598	185275		B1862
599			
600	185275	21	B1862

	A
601	31 RWIP Contracted Services
602	B1862 Other Deferred Debits
603	185300 RWIP Paving
604	RWIP Paving
605	B1862 Other Deferred Debits
606	21 RWIP Paving
607	B1862 Other Deferred Debits
608	185315 RWIP Salvage
609	RWIP Salvage
610	B1862 Other Deferred Debits
611	185320 RWIP Scrap Meters
612	21 RWIP Scrap Meters
613	B1862 Other Deferred Debits
614	185340 RWIP Sale
615	RWIP Sale
616	B1862 Other Deferred Debits
617	185999 RWIP Clear Removal & Salvage
618	RWIP Clear Removal & Salvage
619	B1862 Other Deferred Debits
620	21 RWIP Clear Removal & Salvage
621	B1862 Other Deferred Debits
622	186405 DDA-RIA Software Licen
623	DDA-RIA Software Licen
624	B1862 Other Deferred Debits
625	186408 DDA-Def Service Co Pension
626	DDA-Def Service Co Pension
627	B1862 Other Deferred Debits
628	186422 DDA-Pension Payment
629	DDA-Pension Payment
630	B1862 Other Deferred Debits
631	186426 DDA-FAS 112 Costs
632	DDA-FAS 112 Costs
633	B1862 Other Deferred Debits
634	186431 DDA-Depreciation Study
635	DDA-Depreciation Study
636	B1862 Other Deferred Debits
637	186432 DDA-Cost of Service Study
638	DDA-Cost of Service Study
639	B1862 Other Deferred Debits
640	186453 DDA-Management Study
641	DDA-Management Study
642	B1862 Other Deferred Debits
643	186492 DDA-Add'l Security Costs
644	DDA-Add'l Security Costs
645	B1862 Other Deferred Debits
646	186703 DDN-Prelim Financing E
647	DDN-Prelim Financing E
648	B1862 Other Deferred Debits
649	186704 DDN-Undistributed Items
650	DDN-Undistributed Items

	B	C	D	E	F
601					
602	0.00	114,270.79	0.00	0.00	B27
603					
604					
605	0.00	37,411.17	607.50	32,191.17	B27
606					
607	0.00	1,503.76	0.00	0.00	B27
608					
609					
610	0.00	(125.40)	0.00	0.00	B27
611					
612					
613	0.00	(32,948.38)	0.00	0.00	B27
614					
615					
616	0.00	(4,000.00)	0.00	(4,000.00)	B27
617					
618					
619	0.00	(1,133,524.11)	0.00	(1,132,051.55)	B27
620					
621	(22,760.30)	(91,889.57)	0.00	0.00	B27
622					
623					
624	0.00	0.00	(558.34)	2,233.39	B27
625					
626					
627	(12,351.33)	545,793.55	0.00	619,935.87	B27
628					
629					
630	(65,236.17)	1,878,068.84	(17,709.00)	2,280,685.52	B27
631					
632					
633	0.00	24,894.00	0.00	24,894.00	B27
634					
635					
636	891.59	65,854.90	0.00	0.00	B27
637					
638					
639	(920.41)	27,699.79	(514.30)	11,869.50	B27
640					
641					
642	18,338.00	315,338.00	0.00	0.00	B27
643					
644					
645	0.00	0.00	0.00	0.00	B27
646					
647					
648	0.00	0.00	0.00	0.00	B27
649					
650					

	G	H	I
601			
602	185275	31	B1862
603			
604			
605	185300		B1862
606			
607	185300	21	B1862
608			
609			
610	185315		B1862
611			
612			
613	185320	21	B1862
614			
615			
616	185340		B1862
617			
618			
619	185999		B1862
620			
621	185999	21	B1862
622			
623			
624	186405		B1862
625			
626			
627	186408		B1862
628			
629			
630	186422		B1862
631			
632			
633	186426		B1862
634			
635			
636	186431		B1862
637			
638			
639	186432		B1862
640			
641			
642	186453		B1862
643			
644			
645	186492		B1862
646			
647			
648	186703		B1862
649			
650			

	A
651	B1862 Other Deferred Debits
652	186705 DDN-IC Rec/Pay Clearing
653	DDN-IC Rec/Pay Clearing
654	B1862 Other Deferred Debits
655	186707 DDN-Ins Oth Than Grp Reg
656	DDN-Ins Oth Than Grp Reg
657	B1862 Other Deferred Debits
658	186711 DDN-Acquisition Costs
659	DDN-Acquisition Costs
660	B1862 Other Deferred Debits
661	186898 DDN-Oth LT Assets
662	DDN-Oth LT Assets
663	B1862 Other Deferred Debits
664	B27 Other Deferred Debits
665	
666	B33 Common Stock
667	201200 Com Stk Subs Interco
668	AW02 Com Stk Subs AW02
669	B201 Common Stk Issued
670	B33 Common Stock
671	
672	B34 Paid In Capital
673	205120 Prem C/S Sub Interco
674	AW02 Prem C/S Sub AW02
675	B207 Premium on Capital Stk
676	205150 Prem P/S Sub Interco
677	AW02 Prem P/S Sub AW02
678	A207 Premium on Capital Stk
679	205300 Gain on Resale/Cancel
680	Gain on Resale/Cancel
681	B210 Gain Resle/Cncl Reaqc Cap
682	AW02 Gain on Res/Can AW02
683	B210 Gain Resle/Cncl Reaqc Cap
684	205440 Misc PIC
685	AW02 Misc PIC AW02
686	B211 Other Paid In Capital
687	B34 Paid In Capital
688	
689	B35 Retained Earnings
690	210210 R/E at Acquisition
691	AW02 R/E at Acq AW02
692	B215 Unappropriated R/E
693	210240 R/E Since Acquisition
694	R/E Since Acquisition
695	B215 Unappropriated R/E
696	B35 Retained Earnings
697	
698	B39 Preferred Stock
699	215410 Pref Stk Sub Outside
700	Pref Stk Sub Outside

	B	C	D	E	F
651	0.00	0.00	0.00	0.00	B27
652					
653					
654	0.00	0.00	27,858.69	(4,919.04)	B27
655					
656					
657	0.00	0.00	(2,461.06)	(1,230.53)	B27
658					
659					
660	0.00	0.00	0.00	0.00	B27
661					
662					
663	0.00	0.00	0.00	0.00	B27
664	(24,974.92)	3,974,307.77	852.49	3,794,401.78	
665					
666					
667					
668					
669	0.00	(13,754,235.04)	0.00	(13,754,235.04)	B33
670	0.00	(13,754,235.04)	0.00	(13,754,235.04)	
671					
672					
673					
674					
675	0.00	(4,770,766.00)	0.00	(4,770,766.00)	B34
676					
677					
678	0.00	(7,692.00)	0.00	(7,692.00)	B34
679					
680					
681	0.00	0.00	0.00	0.00	B34
682					
683	0.00	(1,590.00)	0.00	(1,590.00)	B34
684					
685					
686	0.00	(11,008,870.47)	0.00	(3,508,870.47)	B34
687	0.00	(15,788,918.47)	0.00	(8,288,918.47)	
688					
689					
690					
691					
692	0.00	506,375.76	0.00	506,375.76	B35
693					
694					
695	0.00	(21,167,139.85)	0.00	(19,928,227.96)	B35
696	0.00	(20,660,764.09)	0.00	(19,421,852.20)	
697					
698					
699					
700					

	G	H	I
651	186704		B1862
652			
653			
654	186705		B1862
655			
656			
657	186707		B1862
658			
659			
660	186711		B1862
661			
662			
663	186898		B1862
664			
665			
666			
667			
668			
669	201200	AW02	B201
670			
671			
672			
673			
674			
675	205120	AW02	B207
676			
677			
678	205150	AW02	A207
679			
680			
681	205300		B210
682			
683	205300	AW02	B210
684			
685			
686	205440	AW02	B211
687			
688			
689			
690			
691			
692	210210	AW02	B215
693			
694			
695	210240		B215
696			
697			
698			
699			
700			

	A
701	B205 Preferred Stk Subscribed
702	B39 Preferred Stock
703	
704	B40 Long Term Debt
705	221110 Bonds-Outside
706	Bonds-Outside
707	B221 Bonds
708	221120 Bonds-Inside
709	AW46 Bonds-Inside AW46
710	B221 Bonds
711	224100 Cap Lease Oblig-Out
712	Cap Lease Oblig-Out
713	B224 Other LTD
714	B40 Long Term Debt
715	
716	B43 Bank Debt
717	231200 Notes Pay-Assoc Cos
718	Notes Pay-Assoc Cos
719	B234 N/P Assoc Co
720	AW46 Notes Pay AW46
721	B234 N/P Assoc Co
722	B43 Bank Debt
723	
724	B44 Current Portion LTD
725	232100 Curr Portion LTD-Out
726	Curr Portion LTD-Out
727	B221 Bonds
728	232200 Curr Portion LTD-In
729	AW46 Curr Portion LTD-AW46
730	B221 Bonds
731	232300 Curr Cap Lease Oblig-Out
732	Curr Cap Lease Oblig-Out
733	B224 Other LTD
734	B44 Current Portion LTD
735	
736	B45 Accounts Payable
737	234100 Accts Pay-Gen System
738	Accts Pay-Gen System
739	B231 Accounts Payable
740	234110 Accts Pay-Pcard
741	Accts Pay-Pcard
742	B231 Accounts Payable
743	234200 Accts Pay-Contract Retention
744	Accts Pay-Contract Retention
745	B231 Accounts Payable
746	234300 Accts Pay-Misc
747	Accts Pay-Misc
748	B231 Accounts Payable
749	002 Accts Pay-Misc W/O's
750	B231 Accounts Payable

	B	C	D	E	F
701	0.00	(1,381,600.00)	0.00	(1,381,600.00)	B39
702	0.00	(1,381,600.00)	0.00	(1,381,600.00)	
703					
704					
705					
706					
707	0.00	(8,200,000.00)	0.00	(14,700,000.00)	B40
708					
709					
710	0.00	(36,040,000.00)	0.00	(37,060,000.00)	B40
711					
712					
713	12,479.88	(775,985.25)	10,635.00	(918,975.05)	B40
714	12,479.88	(45,015,985.25)	10,635.00	(52,678,975.05)	
715					
716					
717					
718					
719	0.00	0.00	402,424.44	(9,303,296.31)	B43
720					
721	226,549.01	(7,502,105.96)	0.00	0.00	B43
722	226,549.01	(7,502,105.96)	402,424.44	(9,303,296.31)	
723					
724					
725					
726					
727	0.00	(6,500,000.00)	0.00	0.00	B44
728					
729					
730	0.00	(1,020,000.00)	0.00	(1,020,000.00)	B44
731					
732					
733	(1,760.78)	(142,822.26)	(882.63)	(123,053.69)	B44
734	(1,760.78)	(7,662,822.26)	(882.63)	(1,143,053.69)	
735					
736					
737					
738					
739	2,234.72	(303,842.56)	(157,053.83)	(428,050.71)	B45
740					
741					
742	(6,308.99)	(1,170.49)	5,030.69	6,292.72	B45
743					
744					
745	0.00	0.00	0.00	0.00	B45
746					
747					
748	146,119.70	(100,281.40)	(5,052.23)	(107,096.96)	B45
749					
750	0.00	0.00	0.00	38,785.00	B45

	G	H	I
701	215410		B205
702			
703			
704			
705			
706			
707	221110		B221
708			
709			
710	221120	AW46	B221
711			
712			
713	224100		B224
714			
715			
716			
717			
718			
719	231200		B234
720			
721	231200	AW46	B234
722			
723			
724			
725			
726			
727	232100		B221
728			
729			
730	232200	AW46	B221
731			
732			
733	232300		B224
734			
735			
736			
737			
738			
739	234100		B231
740			
741			
742	234110		B231
743			
744			
745	234200		B231
746			
747			
748	234300		B231
749			
750	234300	2	B231

	A
751	006 Accts Pay-Wrkbskt Accr
752	B231 Accounts Payable
753	007 Accts Pay-Pcard Accr
754	B231 Accounts Payable
755	008 Accts Pay-I/C Loan Clearing
756	B231 Accounts Payable
757	234350 Accts Pay-Proj Exp Accr
758	Accts Pay-Proj Exp Accr
759	B231 Accounts Payable
760	234400 Accts Pay-AWWS
761	AW03 Accts Pay-AW03
762	B234 N/P Assoc Co
763	234500 Accts Pay-Assoc Cos
764	AW46 Accts Pay AW46
765	B233 A/P Assoc Co
766	241249 CFO-WLPP Payable
767	006 CFO-WLPP Payable
768	B241 Misc Current & Accr Liab
769	010 CFO-SLPP Payable
770	B241 Misc Current & Accr Liab
771	012 CFO-In Home Payable
772	B241 Misc Current & Accr Liab
773	014 CFO-WL/SL Payable
774	B241 Misc Current & Accr Liab
775	016 CFO-WL/SL/INH Payable
776	B241 Misc Current & Accr Liab
777	241253 CFO-WLPP In AW21
778	AW21 CFO-WLPP In AW21
779	B241 Misc Current & Accr Liab
780	241254 CFO-SLPP In AW21
781	AW21 CFO-SLPP In AW21
782	B241 Misc Current & Accr Liab
783	241255 CFO-In Home In AW21
784	AW21 CFO-In Home In AW21
785	B241 Misc Current & Accr Liab
786	241256 CFO-WL/SL In AW21
787	AW21 CFO-WL/SL In AW21
788	B241 Misc Current & Accr Liab
789	241257 CFO-WL/SL/IH In AW21
790	AW21 CFO-WL/SL/IH In AW21
791	B241 Misc Current & Accr Liab
792	241263 CFO-WLPP Receivable-AW21
793	AW21 CFO-WLPP Receivable-AW21
794	A242 Misc Current & Accrued Li
795	241264 CFO-SLPP Receivable-AW21
796	AW21 CFO-SLPP Receivable-AW21
797	A242 Misc Current & Accrued Li
798	241265 CFO-In Home Receivable-AW21
799	AW21 CFO-In Home Receivable-AW21
800	A242 Misc Current & Accrued Li

	B	C	D	E	F
751					
752	(18,870.85)	(24,878.47)	7,319.60	(13,054.72)	B45
753					
754	2,387.27	(5,186.27)	(5,116.40)	(6,831.81)	B45
755					
756	(274,063.57)	141,697.90	0.00	0.00	B45
757					
758					
759	(6,577.66)	(289,727.25)	0.00	(356,276.32)	B45
760					
761					
762	59,696.28	19,090.81	(105,872.46)	(29,665.45)	B45
763					
764					
765	2,963.46	(1,492.87)	(1,092.90)	(4,441.88)	B45
766					
767					
768	0.00	0.00	4,649.35	(176,059.83)	B45
769					
770	0.00	0.00	384.82	(107,723.80)	B45
771					
772	0.00	0.00	(685.47)	(12,752.35)	B45
773					
774	0.00	0.00	(1,380.00)	(2,160.00)	B45
775					
776	0.00	0.00	(207.87)	(271.83)	B45
777					
778					
779	12,100.47	(99,442.92)	0.00	0.00	B45
780					
781					
782	8,129.08	(67,681.50)	0.00	0.00	B45
783					
784					
785	(311.31)	(14,886.49)	0.00	0.00	B45
786					
787					
788	(8,492.05)	(35,894.92)	0.00	0.00	B45
789					
790					
791	(2,295.88)	(6,530.65)	0.00	0.00	B45
792					
793					
794	28,673.59	28,673.59	0.00	0.00	B45
795					
796					
797	19,246.07	19,246.07	0.00	0.00	B45
798					
799					
800	4,861.91	4,861.91	0.00	0.00	B45

	G	H	I
751			
752	234300	6	B231
753			
754	234300	7	B231
755			
756	234300	8	B231
757			
758			
759	234350		B231
760			
761			
762	234400	AW03	B234
763			
764			
765	234500	AW46	B233
766			
767			
768	241249	6	B241
769			
770	241249	10	B241
771			
772	241249	12	B241
773			
774	241249	14	B241
775			
776	241249	16	B241
777			
778			
779	241253	AW21	B241
780			
781			
782	241254	AW21	B241
783			
784			
785	241255	AW21	B241
786			
787			
788	241256	AW21	B241
789			
790			
791	241257	AW21	B241
792			
793			
794	241263	AW21	A242
795			
796			
797	241264	AW21	A242
798			
799			
800	241265	AW21	A242

	A
801	241266 CFO-WL/SL Receivable-AW21
802	AW21 CFO-WL/SL Receivable-AW21
803	A242 Misc Current & Accrued Li
804	241267 CFO-WL/SL/IH Receivable-AW21
805	AW21 CFO-WL/SL/IH Receivable-AW21
806	A242 Misc Current & Accrued Li
807	280999 Interco Rec/Pay
808	Interco Rec/Pay
809	B233 A/P Assoc Co
810	B45 Accounts Payable
811	
812	B46 Accrued Taxes
813	236120 FUTA
814	FUTA
815	B23611 Accr Taxes-Other than Inc
816	236130 FICA
817	FICA
818	B23611 Accr Taxes-Other than Inc
819	236140 SUTA
820	SUTA
821	B23611 Accr Taxes-Other than Inc
822	236151 Gen Tax - Property
823	Gen Tax - Property
824	B23611 Accr Taxes-Other than Inc
825	236152 Gen Tax - Sales/Use
826	Gen Tax - Sales/Use
827	B23611 Accr Taxes-Other than Inc
828	236153 Gen Tax - Franchise
829	Gen Tax - Franchise
830	B23611 Accr Taxes-Other than Inc
831	236170 Gen Tax - Other
832	Gen Tax - Other
833	B23611 Accr Taxes-Other than Inc
834	236210 Accr FIT - Current Yr
835	Accr FIT - Current Yr
836	B23612 Accr Taxes-Income Taxes
837	236213 Accr FIT - Interim Curr
838	Accr FIT - Interim Curr
839	B23612 Accr Taxes-Income Taxes
840	236220 Accr FIT - Pr Yrs
841	Accr FIT - Pr Yrs
842	B23612 Accr Taxes-Income Taxes
843	236230 Accr SIT - Current Yr
844	Accr SIT - Current Yr
845	B23612 Accr Taxes-Income Taxes
846	236233 Accr SIT - Interim Curr
847	Accr SIT - Interim Curr
848	B23612 Accr Taxes-Income Taxes
849	236240 Accr SIT - Pr Yrs
850	Accr SIT - Pr Yrs

	B	C	D	E	F
801					
802					
803	12,723.80	12,723.80	0.00	0.00	B45
804					
805					
806	2,449.87	2,449.87	0.00	0.00	B45
807					
808					
809	(364,652.17)	(372,371.49)	(22,086.80)	(4,867.70)	B45
810	(379,986.26)	(1,094,643.33)	(281,163.50)	(1,204,175.64)	
811					
812					
813					
814					
815	6,176.49	(41.90)	6,285.92	(54.38)	B46
816					
817					
818	(2,586.29)	(11,169.61)	(1,161.28)	(8,120.00)	B46
819					
820					
821	(14.15)	(3,125.31)	3,086.78	(25.90)	B46
822					
823					
824	(210,053.48)	(842,509.14)	(210,366.13)	(841,466.68)	B46
825					
826					
827	8,118.47	(26,188.74)	152,894.02	342,489.14	B46
828					
829					
830	66,530.00	(95,523.39)	(55,093.00)	(74,411.39)	B46
831					
832					
833	0.00	(36,386.00)	15,460.93	(64,274.07)	B46
834					
835					
836	1,815.00	0.00	(1,590.00)	149,417.00	B46
837					
838					
839	0.00	0.00	(22,712.26)	(22,712.26)	B46
840					
841					
842	0.00	(3,322,826.99)	0.00	(1,438,601.99)	B46
843					
844					
845	205,500.00	205,500.00	(187.00)	89,893.00	B46
846					
847					
848	0.00	0.00	(4,074.62)	(4,074.62)	B46
849					
850					

	G	H	I
801			
802			
803	241266	AW21	A242
804			
805			
806	241267	AW21	A242
807			
808			
809	280999		B233
810			
811			
812			
813			
814			
815	236120		B23611
816			
817			
818	236130		B23611
819			
820			
821	236140		B23611
822			
823			
824	236151		B23611
825			
826			
827	236152		B23611
828			
829			
830	236153		B23611
831			
832			
833	236170		B23611
834			
835			
836	236210		B23612
837			
838			
839	236213		B23612
840			
841			
842	236220		B23612
843			
844			
845	236230		B23612
846			
847			
848	236233		B23612
849			
850			

	A
851	B23612 Accr Taxes-Income Taxes
852	B46 Accrued Taxes
853	
854	B47 Accrued Interest
855	237200 Int Accr-LTD-Outside
856	Int Accr-LTD-Outside
857	B2371 Accr Interest-LTD
858	237300 Int Accr-LTD-Inside
859	AW46 Int Accr-LTD-AW46
860	B2371 Accr Interest-LTD
861	B47 Accrued Interest
862	
863	B51 Misc Current Liabilities
864	241100 Accrued Vacation Pay
865	Accrued Vacation Pay
866	B241 Misc Current & Accr Liab
867	241201 Accr Water Purchases
868	Accr Water Purchases
869	B241 Misc Current & Accr Liab
870	241202 Accr Power
871	Accr Power
872	B241 Misc Current & Accr Liab
873	241203 Accr Legal
874	Accr Legal
875	B241 Misc Current & Accr Liab
876	241206 Accr Wages
877	Accr Wages
878	B241 Misc Current & Accr Liab
879	241207 Accr Insurance
880	Accr Insurance
881	B241 Misc Current & Accr Liab
882	241210 Accr Waste Disposal
883	Accr Waste Disposal
884	B241 Misc Current & Accr Liab
885	241211 Accr Retiree Medical Reimb
886	Accr Retiree Medical Reimb
887	B241 Misc Current & Accr Liab
888	241212 Accr DCP Contribution
889	Accr DCP Contribution
890	B241 Misc Current & Accr Liab
891	241214 Accr Bank Fees
892	Accr Bank Fees
893	B241 Misc Current & Accr Liab
894	241220 WH PR-Tax Coll SIT AL
895	AL WH PR-Tax Coll SIT AL
896	B241 Misc Current & Accr Liab
897	GA WH PR-Tax Coll SIT GA
898	B241 Misc Current & Accr Liab
899	005 WH PR-Flex Spending Account
900	B241 Misc Current & Accr Liab

	B	C	D	E	F
851	345,970.00	129,548.99	0.00	(77,261.00)	B46
852	421,456.04	(4,002,722.09)	(117,456.64)	(1,949,203.15)	
853					
854					
855					
856					
857	(91,719.18)	(343,818.54)	(91,719.16)	(343,818.50)	B47
858					
859					
860	(173,876.83)	(399,764.39)	(176,074.67)	(280,881.88)	B47
861	(265,596.01)	(743,582.93)	(267,793.83)	(624,700.38)	
862					
863					
864					
865					
866	(109,059.18)	(174,657.23)	0.00	(133,286.59)	B51
867					
868					
869	(210.00)	(2,942.87)	(132.00)	(4,145.00)	B51
870					
871					
872	19,919.43	(170,613.59)	(3,717.58)	(199,338.33)	B51
873					
874					
875	(23,297.07)	(55,933.07)	188,876.37	0.00	B51
876					
877					
878	(33,807.44)	(146,007.68)	(15,178.80)	(106,218.80)	B51
879					
880					
881	4.16	0.00	0.15	(4.12)	B51
882					
883					
884	(304.00)	(33,419.83)	(19,258.94)	(39,711.34)	B51
885					
886					
887	(458.37)	(1,833.37)	(333.36)	(1,333.20)	B51
888					
889					
890	(642.78)	(10,197.43)	2,601.23	(6,244.51)	B51
891					
892					
893	7,902.33	(28,320.70)	540.29	(23,827.04)	B51
894					
895					
896	270.53	(126.45)	303.50	(107.13)	B51
897					
898	0.00	0.00	2,261.19	0.00	B51
899					
900	0.00	(516.14)	243.84	(487.68)	B51

	G	H	I
851	236240		B23612
852			
853			
854			
855			
856			
857	237200		B2371
858			
859			
860	237300	AW46	B2371
861			
862			
863			
864			
865			
866	241100		B241
867			
868			
869	241201		B241
870			
871			
872	241202		B241
873			
874			
875	241203		B241
876			
877			
878	241206		B241
879			
880			
881	241207		B241
882			
883			
884	241210		B241
885			
886			
887	241211		B241
888			
889			
890	241212		B241
891			
892			
893	241214		B241
894			
895			
896	241220	AL	B241
897			
898	241220	GA	B241
899			
900	241220	5	B241

	A
901	006 WH PR-401k Contribution
902	B241 Misc Current & Accr Liab
903	241227 Accr Employer 401k Match
904	Accr Employer 401k Match
905	B241 Misc Current & Accr Liab
906	241228 Accrued PFD Div Requirements
907	Accrued PFD Div Requirements
908	B241 Misc Current & Accr Liab
909	241230 Unclaimed Credits Pay
910	Unclaimed Credits Pay
911	B241 Misc Current & Accr Liab
912	241234 Unclaimed Ext Dep Refund Pay
913	Unclaimed Ext Dep Refund Pay
914	B241 Misc Current & Accr Liab
915	241236 Unbilled Items-System
916	Unbilled Items-System
917	B241 Misc Current & Accr Liab
918	241237 Unbilled Stock C-System
919	Unbilled Stock C-System
920	B241 Misc Current & Accr Liab
921	241238 Unbilled Stock E-System
922	Unbilled Stock E-System
923	B241 Misc Current & Accr Liab
924	241241 CFO-Cust Asst NonPledged
925	005 CFO-Cust Asst NonPledged
926	B241 Misc Current & Accr Liab
927	006 CFO-Cust Asst Pledged
928	B241 Misc Current & Accr Liab
929	241244 CFO-Sales Tax
930	CFO-Sales Tax
931	B241 Misc Current & Accr Liab
932	241248 CFO-Mun Tax
933	CFO-Mun Tax
934	B241 Misc Current & Accr Liab
935	241249 CFO-Mgmt Contracts
936	001 CFO-MC/Swr Rev/Cash
937	B241 Misc Current & Accr Liab
938	241249 CFO-Mgmt Contracts
939	002 CFO-MC/Swr A/R
940	B241 Misc Current & Accr Liab
941	004 CFO-MC/Swr ChgOff
942	B241 Misc Current & Accr Liab
943	005 CFO-WLPP Receivable
944	B241 Misc Current & Accr Liab
945	009 CFO-SLPP Receivable
946	B241 Misc Current & Accr Liab
947	011 CFO-In Home Receivable
948	B241 Misc Current & Accr Liab
949	013 CFO-WL/SL Receivable
950	B241 Misc Current & Accr Liab

	B	C	D	E	F
901					
902	7,628.10	(29,575.22)	19,677.55	(29,038.56)	B51
903					
904					
905	(774.84)	(13,078.27)	3,865.04	(10,335.09)	B51
906					
907					
908	(5,756.66)	(11,321.44)	(5,756.67)	(11,321.46)	B51
909					
910					
911	7,185.44	(5,174.19)	2,789.90	(7,362.82)	B51
912					
913					
914	0.00	(326.05)	15,172.00	0.00	B51
915					
916					
917	0.00	0.00	0.00	(6,626.85)	B51
918					
919					
920	8,024.72	(19,178.64)	56,598.41	(7,101.25)	B51
921					
922					
923	(9,550.31)	(31,028.47)	(13,956.02)	(54,376.10)	B51
924					
925					
926	128.00	(244.00)	(144.00)	(288.00)	B51
927					
928	166.00	(322.00)	(158.00)	(333.00)	B51
929					
930					
931	(51,091.09)	(198,517.38)	(69,058.63)	(165,499.35)	B51
932					
933					
934	0.00	0.00	0.00	0.00	B51
935					
936					
937	(1,040,440.97)	(4,647,913.01)	31,831.06	(3,653,153.78)	B51
938					
939					
940	464,624.87	2,500,191.28	(21,963.75)	2,292,536.18	B51
941					
942	32,052.73	1,845,268.27	56,267.86	1,394,385.01	B51
943					
944	(25,695.44)	0.00	(3,347.19)	40,503.45	B51
945					
946	(18,040.18)	0.00	(1,806.12)	24,887.95	B51
947					
948	(4,205.11)	0.00	93.54	2,992.58	B51
949					
950	(10,932.70)	0.00	525.19	1,089.19	B51

	G	H	I
901			
902	241220	6	B241
903			
904			
905	241227		B241
906			
907			
908	241228		B241
909			
910			
911	241230		B241
912			
913			
914	241234		B241
915			
916			
917	241236		B241
918			
919			
920	241237		B241
921			
922			
923	241238		B241
924			
925			
926	241241	5	B241
927			
928	241241	6	B241
929			
930			
931	241244		B241
932			
933			
934	241248		B241
935			
936			
937	241249	1	B241
938			
939			
940	241249	2	B241
941			
942	241249	4	B241
943			
944	241249	5	B241
945			
946	241249	9	B241
947			
948	241249	11	B241
949			
950	241249	13	B241

	A
951	015 CFO-WL/SL/INH Receivable
952	B241 Misc Current & Accr Liab
953	241250 A/P Check Clearing
954	A/P Check Clearing
955	B241 Misc Current & Accr Liab
956	241251 P/R Check Clearing
957	P/R Check Clearing
958	B241 Misc Current & Accr Liab
959	241261 Accr Insurance Retro
960	Accr Insurance Retro
961	B241 Misc Current & Accr Liab
962	241322 Incentive Plan Cash Annual
963	Incentive Plan Cash Annual
964	B241 Misc Current & Accr Liab
965	B51 Misc Current Liabilities
966	
967	B55 Advances for Construction
968	252110 Adv for Const-NT Mains
969	Adv for Const-NT Mains
970	B252 Advances for Construction
971	252120 Adv for Const-NT Ext
972	Adv for Const-NT Ext
973	B252 Advances for Construction
974	252130 Adv for Const-NT Services
975	Adv for Const-NT Services
976	B252 Advances for Construction
977	252150 Adv for Const-NT Hydrants
978	Adv for Const-NT Hydrants
979	B252 Advances for Construction
980	252170 Adv for Const-NT WIP
981	Adv for Const-NT WIP
982	B252 Advances for Construction
983	252270 Adv for Const-Tax WIP
984	Adv for Const-Tax WIP
985	B252 Advances for Construction
986	B55 Advances for Construction
987	
988	B56 Deferred Income Taxes
989	252204 Def FIT-Other Property
990	Def FIT-Other Property
991	B283 Accu Def Inc Tax-Other
992	253113 Def FIT-Interim Def
993	Def FIT-Interim Def
994	B283 Accu Def Inc Tax-Other
995	253202 Def FIT-Flow thru Depr
996	Def FIT-Flow thru Depr
997	B283 Accu Def Inc Tax-Other
998	253203 Def FIT-Norm Property
999	Def FIT-Norm Property
1000	B283 Accu Def Inc Tax-Other

	B	C	D	E	F
951					
952	(1,929.73)	0.00	244.74	292.71	B51
953					
954					
955	368,937.22	(323,733.76)	(18,042.27)	(445,480.10)	B51
956					
957					
958	10,064.13	(3,665.51)	4,507.12	(13,122.49)	B51
959					
960					
961	0.00	(665.00)	0.00	(52,651.40)	B51
962					
963					
964	(13,257.05)	(56,450.50)	0.00	0.00	B51
965	(422,545.26)	(1,620,302.25)	213,545.65	(1,214,706.92)	
966					
967					
968					
969					
970	(8,337.43)	(8,337.43)	0.00	0.00	B55
971					
972					
973	42,924.51	(5,087,447.54)	59,360.54	(5,559,216.93)	B55
974					
975					
976	537.60	(19,977.62)	(326.05)	(27,814.39)	B55
977					
978					
979	(9,643.18)	(328,936.02)	26,246.67	(324,156.14)	B55
980					
981					
982	(191,397.11)	(1,450,003.80)	0.00	0.00	B55
983					
984					
985	(7,217.58)	(73,493.52)	0.00	0.00	B55
986	(173,133.19)	(6,968,195.93)	85,281.16	(5,911,187.46)	
987					
988					
989					
990					
991	0.00	(16,812,437.31)	0.00	(16,812,437.31)	B56
992					
993					
994	0.00	0.00	13,830.89	122,930.28	B56
995					
996					
997	0.00	(1,388,200.00)	0.00	(1,388,200.00)	B56
998					
999					
1000	0.00	4,930.00	0.00	4,930.00	B56

	G	H	I
951			
952	241249	15	B241
953			
954			
955	241250		B241
956			
957			
958	241251		B241
959			
960			
961	241261		B241
962			
963			
964	241322		B241
965			
966			
967			
968			
969			
970	252110		B252
971			
972			
973	252120		B252
974			
975			
976	252130		B252
977			
978			
979	252150		B252
980			
981			
982	252170		B252
983			
984			
985	252270		B252
986			
987			
988			
989			
990			
991	252204		B283
992			
993			
994	253113		B283
995			
996			
997	253202		B283
998			
999			
1000	253203		B283

	A
1001	253301 Def FIT-Other
1002	Def FIT-Other
1003	B283 Accu Def Inc Tax-Other
1004	253309 Def FIT-AMT
1005	Def FIT-AMT
1006	B283 Accu Def Inc Tax-Other
1007	253602 Def SIT-Flow thru Depr
1008	Def SIT-Flow thru Depr
1009	B283 Accu Def Inc Tax-Other
1010	253604 Def SIT-Other Property
1011	Def SIT-Other Property
1012	B283 Accu Def Inc Tax-Other
1013	253613 Def SIT-Interim Def
1014	Def SIT-Interim Def
1015	B283 Accu Def Inc Tax-Other
1016	253701 Def SIT-Other
1017	Def SIT-Other
1018	B283 Accu Def Inc Tax-Other
1019	B56 Deferred Income Taxes
1020	
1021	B57 Deferred ITC
1022	255101 Unamortized ITC - 3%
1023	Unamortized ITC - 3%
1024	B2551 Accu Def ITC-Utility Op
1025	255102 Unamortized ITC - 4%
1026	Unamortized ITC - 4%
1027	B2551 Accu Def ITC-Utility Op
1028	255103 Unamortized ITC - 10%
1029	Unamortized ITC - 10%
1030	B2551 Accu Def ITC-Utility Op
1031	B57 Deferred ITC
1032	
1033	B58 Deferred Regulatory Liability
1034	256211 Reg Liab-Exc Def AFUDC FIT
1035	Reg Liab-Exc Def AFUDC FIT
1036	B253 Other Deferred Credits
1037	256220 Reg Liab-Deficit Def FIT
1038	Reg Liab-Deficit Def FIT
1039	B253 Other Deferred Credits
1040	256232 Reg Liab-Exc Def Depr SIT
1041	Reg Liab-Exc Def Depr SIT
1042	B253 Other Deferred Credits
1043	256240 Reg Liab-Other
1044	Reg Liab-Other
1045	B253 Other Deferred Credits
1046	256250 Reg Liab-ARO/NNS
1047	Reg Liab-ARO/NNS
1048	B1081 Accu Depr-UP in Serv
1049	256310 Reg Liab-ITC Gross-Up 3%
1050	Reg Liab-ITC Gross-Up 3%

	B	C	D	E	F
1001					
1002					
1003	(113,060.00)	(2,070,408.29)	(214.00)	(3,696,640.29)	B56
1004					
1005					
1006	0.00	116,460.00	0.00	116,460.00	B56
1007					
1008					
1009	0.00	(253,168.00)	0.00	(253,168.00)	B56
1010					
1011					
1012	0.00	(3,077,535.00)	0.00	(3,077,535.00)	B56
1013					
1014					
1015	0.00	0.00	243.00	14,852.95	B56
1016					
1017					
1018	(13,850.00)	(756,818.14)	(138.00)	(612,974.14)	B56
1019	(126,910.00)	(24,237,176.74)	13,721.89	(25,581,781.51)	
1020					
1021					
1022					
1023					
1024	258.00	(36,703.00)	258.00	(39,799.00)	B57
1025					
1026					
1027	397.00	(86,792.00)	397.00	(91,556.00)	B57
1028					
1029					
1030	5,709.00	(967,313.00)	5,709.00	(1,035,821.00)	B57
1031	6,364.00	(1,090,808.00)	6,364.00	(1,167,176.00)	
1032					
1033					
1034					
1035					
1036	1,222.00	(464,431.75)	1,222.00	(479,095.75)	B58
1037					
1038					
1039	(1,437.00)	545,891.00	(1,437.00)	563,135.00	B58
1040					
1041					
1042	(642.08)	278,310.44	0.00	0.00	B58
1043					
1044					
1045	0.00	0.00	9,599.27	(796,739.54)	B58
1046					
1047					
1048	(11,231.24)	(2,302,177.12)	(27,864.90)	(2,019,991.61)	B58
1049					
1050					

	G	H	I
1001			
1002			
1003	253301		B283
1004			
1005			
1006	253309		B283
1007			
1008			
1009	253602		B283
1010			
1011			
1012	253604		B283
1013			
1014			
1015	253613		B283
1016			
1017			
1018	253701		B283
1019			
1020			
1021			
1022			
1023			
1024	255101		B2551
1025			
1026			
1027	255102		B2551
1028			
1029			
1030	255103		B2551
1031			
1032			
1033			
1034			
1035			
1036	256211		B253
1037			
1038			
1039	256220		B253
1040			
1041			
1042	256232		B253
1043			
1044			
1045	256240		B253
1046			
1047			
1048	256250		B1081
1049			
1050			

	A
1051	B253 Other Deferred Credits
1052	256311 Reg Liab-ITC Gross-Up 4%
1053	Reg Liab-ITC Gross-Up 4%
1054	B253 Other Deferred Credits
1055	256312 Reg Liab-ITC Gross-Up 10%
1056	Reg Liab-ITC Gross-Up 10%
1057	B253 Other Deferred Credits
1058	B58 Deferred Regulatory Liability
1059	
1060	B59 Other Deferred Credits
1061	262120 DCA-Accr Pension Def Benefit
1062	DCA-Accr Pension Def Benefit
1063	B253 Other Deferred Credits
1064	262210 DCA-Accr OPEB
1065	DCA-Accr OPEB
1066	B253 Other Deferred Credits
1067	262215 DCA-Accr OPEB Med Subsidy
1068	DCA-Accr OPEB Med Subsidy
1069	B253 Other Deferred Credits
1070	262304 DCA-Wtr & WW Chgs Bill
1071	DCA-Wtr & WW Chgs Bill
1072	B253 Other Deferred Credits
1073	262313 DCA-FAS 112 Costs
1074	DCA-FAS 112 Costs
1075	B253 Other Deferred Credits
1076	262317 Def Comp (prior 1/1/08)
1077	Def Comp (prior 1/1/08)
1078	B253 Other Deferred Credits
1079	262321 DCA-Inc Plan Cash LT
1080	DCA-Inc Plan Cash LT
1081	B253 Other Deferred Credits
1082	262322 DCA-Inc Plan Cash Annual
1083	DCA-Inc Plan Cash Annual
1084	B253 Other Deferred Credits
1085	262398 DCA-Other
1086	DCA-Other
1087	B253 Other Deferred Credits
1088	B59 Other Deferred Credits
1089	
1090	B62 CIAC
1091	271110 CIAC-NT Mains
1092	CIAC-NT Mains
1093	B271 CIAC
1094	271120 CIAC-NT Ext Dep
1095	CIAC-NT Ext Dep
1096	B271 CIAC
1097	271130 CIAC-NT Services
1098	CIAC-NT Services
1099	B271 CIAC
1100	271140 CIAC-NT Meters

	B	C	D	E	F
1051	165.00	(23,220.11)	165.00	(25,200.11)	B58
1052					
1053					
1054	254.00	(55,491.20)	254.00	(58,539.20)	B58
1055					
1056					
1057	3,301.00	(559,187.19)	3,301.00	(598,799.19)	B58
1058	(8,368.32)	(2,580,305.93)	(14,760.63)	(3,415,230.40)	
1059					
1060					
1061					
1062					
1063	(56,136.83)	(1,922,784.84)	(53,582.00)	(2,234,691.52)	B59
1064					
1065					
1066	(70,458.50)	(404,393.96)	(68,547.17)	(402,482.66)	B59
1067					
1068					
1069	0.00	(104,856.00)	0.00	(58,355.00)	B59
1070					
1071					
1072	(271,866.60)	(271,866.60)	(231,178.20)	(231,178.20)	B59
1073					
1074					
1075	0.00	(24,894.00)	0.00	(24,894.00)	B59
1076					
1077					
1078	384,592.51	0.00	0.00	(384,592.51)	B59
1079					
1080					
1081	(191.00)	(587.00)	0.00	0.00	B59
1082					
1083					
1084	0.00	0.00	(10,930.40)	(46,454.18)	B59
1085					
1086					
1087	9,599.27	(681,548.17)	0.00	0.00	B59
1088	(4,461.15)	(3,410,930.57)	(364,237.77)	(3,382,648.07)	
1089					
1090					
1091					
1092					
1093	0.00	(3,574,802.19)	0.00	(3,546,888.19)	B62
1094					
1095					
1096	0.00	(1,748,422.00)	0.00	(1,748,422.00)	B62
1097					
1098					
1099	0.00	(487,648.62)	0.00	(481,648.62)	B62
1100					

	G	H	I
1051	256310		B253
1052			
1053			
1054	256311		B253
1055			
1056			
1057	256312		B253
1058			
1059			
1060			
1061			
1062			
1063	262120		B253
1064			
1065			
1066	262210		B253
1067			
1068			
1069	262215		B253
1070			
1071			
1072	262304		B253
1073			
1074			
1075	262313		B253
1076			
1077			
1078	262317		B253
1079			
1080			
1081	262321		B253
1082			
1083			
1084	262322		B253
1085			
1086			
1087	262398		B253
1088			
1089			
1090			
1091			
1092			
1093	271110		B271
1094			
1095			
1096	271120		B271
1097			
1098			
1099	271130		B271
1100			

	A
1101	CIAC-NT Meters
1102	B271 CIAC
1103	271150 CIAC-NT Hydrants
1104	CIAC-NT Hydrants
1105	B271 CIAC
1106	271160 CIAC-NT Other
1107	CIAC-NT Other
1108	B271 CIAC
1109	271210 CIAC-Tax Mains
1110	CIAC-Tax Mains
1111	B271 CIAC
1112	271230 CIAC-Tax Services
1113	CIAC-Tax Services
1114	B271 CIAC
1115	271240 CIAC-Tax Meters
1116	CIAC-Tax Meters
1117	B271 CIAC
1118	271250 CIAC-Tax Hydrants
1119	CIAC-Tax Hydrants
1120	B271 CIAC
1121	271260 CIAC-Tax Other
1122	CIAC-Tax Other
1123	B271 CIAC
1124	272060 Accum Amort CIAC-Other
1125	Accum Amort CIAC-Other
1126	B272 Accu Amort-CIAC
1127	272100 Accum Amort CIAC-Taxable
1128	Accum Amort CIAC-Taxable
1129	B272 Accu Amort-CIAC
1130	B62 CIAC
1131	
1132	00026 Tennessee-American Water Co.
1133	

	B	C	D	E	F
1101					
1102	0.00	(95,036.27)	0.00	(81,036.27)	B62
1103					
1104					
1105	0.00	(366,667.23)	0.00	(364,497.36)	B62
1106					
1107					
1108	0.00	(1,234,752.19)	0.00	(1,234,752.19)	B62
1109					
1110					
1111	(40,986.40)	(1,526,764.13)	0.00	(1,433,689.32)	B62
1112					
1113					
1114	(14,557.00)	(1,302,436.56)	(14,232.00)	(1,131,481.56)	B62
1115					
1116					
1117	(509.00)	(90,366.20)	(692.00)	(81,384.20)	B62
1118					
1119					
1120	0.00	(188,121.83)	0.00	(188,121.83)	B62
1121					
1122					
1123	0.00	98,914.00	0.00	98,914.00	B62
1124					
1125					
1126	9,435.13	1,886,936.42	9,368.62	1,773,421.55	B62
1127					
1128					
1129	4,688.54	236,181.53	4,318.72	183,390.05	B62
1130	(41,928.73)	(8,392,985.27)	(1,236.66)	(8,236,195.94)	
1131					
1132	(101,288.16)	(547,109.18)	188,999.95	16,920.54	
1133					

	G	H	I
1101			
1102	271140		B271
1103			
1104			
1105	271150		B271
1106			
1107			
1108	271160		B271
1109			
1110			
1111	271210		B271
1112			
1113			
1114	271230		B271
1115			
1116			
1117	271240		B271
1118			
1119			
1120	271250		B271
1121			
1122			
1123	271260		B271
1124			
1125			
1126	272060		B272
1127			
1128			
1129	272100		B272
1130			
1131			
1132			
1133			

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee-American Water-Co 26
4	026IS Total Company (USGAAP)
5	Income Statement Month & YTD
6	For the Period Ending 05/31/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	1 OPERATING REVENUES
15	2 Water
16	3 Sewer
17	4 Other
18	5 Management
19	6 Total Revenues
20	7 OPERATIONS & MAINTENANCE EXPENSE
21	8 Labor
22	9 Purchased Water
23	10 Fuel & Power
24	11 Chemicals
25	12 Waste Disposal
26	13 Management Fees
27	14 Group Insurance
28	15 Pensions
29	16 Regulatory Expense
30	17 Insurance Other Than Group
31	18 Customer Accounting
32	19 Rents
33	20 General Office Expense
34	21 Miscellaneous
35	25 Other Maintenance
36	Total Maintenance & Operations Expense
37	27 Depreciation
38	28 Amortization
39	29 General Taxes
40	30 State Income Taxes
41	31 Federal Income Taxes
42	32 Tax Savings Acquisition Adjustment
43	33 Total Operating Expenses
44	34 Utility Operating Income
45	35 OTHER INCOME & DEDUCTIONS
46	36 Non-Operating Rental Income
47	37 Dividend Income-Common
48	38 Dividend Income-Preferred
49	39 Interest Income
50	40 AFUDC Equity

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					Yr to Date
11	May	May	May	May	May
12	Actual	Plan	Variance	Prior Year	Actual
13	----------	----------	----------	----------	----------
14					
15	3,091,651	2,851,318	240,333	2,682,269	13,942,747
16	0	0	0	0	0
17	113,436	114,756	(1,320)	117,567	573,328
18	0	0	0	0	0
19	3,205,087	2,966,074	239,013	2,799,836	14,516,075
20					
21	441,256	422,717	18,539	399,205	2,048,774
22	2,045	4,670	(2,625)	3,073	10,785
23	198,175	178,095	20,080	166,866	909,067
24	93,850	102,865	(9,015)	102,298	433,923
25	16,936	20,257	(3,321)	13,728	99,215
26	410,561	386,399	24,162	439,410	2,152,896
27	144,646	130,102	14,544	142,095	722,373
28	119,143	78,814	40,329	62,226	627,869
29	12,809	12,959	(150)	10,517	38,255
30	45,789	46,678	(889)	43,539	168,499
31	137,063	104,025	33,038	190,470	490,495
32	66	4,573	(4,507)	4,363	1,891
33	22,645	19,985	2,660	19,430	103,020
34	169,648	152,677	16,971	147,644	766,158
35	106,917	137,849	(30,932)	119,744	490,342
36	1,921,549	1,802,665	118,884	1,864,608	9,063,562
37	387,316	403,251	(15,935)	382,208	2,010,646
38	10,966	10,148	818	10,148	54,576
39	346,855	327,168	19,687	309,924	1,622,604
40	(25,411)	7,811	(33,222)	(5,289)	9,708
41	131,876	39,320	92,556	(28,808)	100,628
42	0	0	0	0	0
43	2,773,151	2,590,363	182,788	2,532,791	12,861,724
44	431,936	375,711	56,225	267,045	1,654,351
45					
46	0	0	0	0	0
47	0	0	0	0	0
48	0	0	0	0	0
49	0	0	0	427	0
50	5,897	3,497	2,400	6,869	14,293

	G	H	I	J
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Yr to Date	Yr to Date	Yr to Date	
11	May	May	May	Annual
12	Plan	Variance	Prior Year	Forecast
13	----------	----------	----------	----------
14				
15	13,771,378	171,369	12,672,064	37,473,105
16	0	0	0	0
17	573,780	(452)	553,426	1,377,072
18	0	0	0	0
19	14,345,158	170,917	13,225,490	38,850,177
20				
21	2,060,553	(11,779)	1,884,230	4,951,504
22	21,342	(10,557)	14,547	51,766
23	840,258	68,809	794,184	2,146,732
24	447,247	(13,324)	455,086	1,115,700
25	89,679	9,536	88,770	253,670
26	1,966,317	186,579	1,994,533	4,636,157
27	650,510	71,863	691,547	1,561,024
28	394,070	233,799	308,055	945,768
29	85,339	(47,084)	52,583	173,477
30	233,390	(64,891)	193,450	560,136
31	522,491	(31,996)	475,632	1,253,644
32	24,164	(22,273)	15,471	56,325
33	103,194	(174)	77,072	224,562
34	799,202	(33,044)	689,643	1,892,615
35	569,992	(79,650)	520,903	1,390,260
36	8,807,748	255,814	8,255,706	21,213,340
37	2,008,085	2,561	1,821,769	4,890,341
38	50,740	3,836	50,741	121,776
39	1,654,874	(32,270)	1,620,106	3,940,511
40	14,910	(5,202)	(939)	324,322
41	75,055	25,573	(1,939)	1,632,668
42	0	0	0	0
43	12,611,412	250,312	11,745,444	32,122,958
44	1,733,746	(79,395)	1,480,046	6,727,219
45				
46	0	0	0	0
47	0	0	0	0
48	0	0	0	0
49	0	0	5,955	0
50	7,275	7,018	40,467	69,338

	A
51	42 M & J Miscellaneous Income
52	43 Gain(Loss)on Disposition
53	45 Total Other Income
54	46 Miscellaneous Amortization
55	47 Tax Savings Acquisition Adjustment
56	48 Misc. Other Deductions
57	49 General Taxes
58	50 State Income Taxes
59	51 Federal Income Taxes
60	52 Total Other Deductions
61	53 Total Other Income
62	54 Income Before Interest Charges
63	55 INTEREST CHARGES
64	56 Interest on Long-Term Debt
65	57 Amortization and Debt Expense
66	58 Interest-Short Term Bank Debt
67	59 Other Interest Expense
68	60 AFUDC-Debt
69	61 Total Interest Charges
70	62 Net Income
71	64 Preferred Dividend Declared
72	65 Net Income to Common Stock
73	

	B	C	D	E	F
51	(1,781)	0	(1,781)	(2,556)	3,861
52	0	0	0	0	0
53	4,116	3,497	619	4,740	18,154
54	0	0	0	0	0
55	0	0	0	0	0
56	12,500	1,030	11,470	13,590	35,124
57	0	0	0	0	0
58	(864)	(67)	(797)	(915)	(1,891)
59	926	(337)	1,263	(5,098)	2,028
60	12,562	626	11,936	7,577	35,261
61	(8,446)	2,871	(11,317)	(2,837)	(17,107)
62	423,490	378,582	44,908	264,208	1,637,244
63	0	0	0	0	0
64	262,650	257,438	5,212	275,037	1,335,682
65	2,374	2,283	91	2,390	12,806
66	21,062	30,250	(9,188)	40,998	150,889
67	0	0	0	0	0
68	(3,336)	(1,949)	(1,387)	(3,252)	(8,086)
69	282,750	288,022	(5,272)	315,173	1,491,291
70	140,740	90,560	50,180	(50,965)	145,953
71	5,757	5,757	0	5,761	28,783
72	134,983	84,803	50,180	(56,726)	117,170
73					

	G	H	I	J
51	0	3,861	(1,022)	0
52	0	0	0	0
53	7,275	10,879	45,400	69,338
54	0	0	0	0
55	0	0	0	0
56	37,595	(2,471)	21,388	76,220
57	0	0	0	0
58	(2,404)	513	(958)	(4,798)
59	(12,107)	14,135	(5,338)	(24,158)
60	23,084	12,177	15,092	47,264
61	(15,809)	(1,298)	30,308	22,074
62	1,717,937	(80,693)	1,510,354	6,749,293
63	0	0	0	0
64	1,317,230	18,452	1,257,998	2,905,510
65	11,415	1,391	9,551	23,676
66	189,116	(38,227)	272,979	642,919
67	0	0	0	0
68	(4,053)	(4,033)	(19,155)	(40,158)
69	1,513,708	(22,417)	1,521,373	3,531,947
70	204,229	(58,276)	(11,019)	3,217,346
71	28,785	(2)	28,787	69,084
72	175,444	(58,274)	(39,806)	3,148,262
73				

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee-American Water-Co 26
4	026IS Total Company (USGAAP)
5	Income Statement Month & YTD
6	For the Period Ending 04/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	1 OPERATING REVENUES
15	2 Water
16	3 Sewer
17	4 Other
18	5 Management
19	6 Total Revenues
20	7 OPERATIONS & MAINTENANCE EXPENSE
21	8 Labor
22	9 Purchased Water
23	10 Fuel & Power
24	11 Chemicals
25	12 Waste Disposal
26	13 Management Fees
27	14 Group Insurance
28	15 Pensions
29	16 Regulatory Expense
30	17 Insurance Other Than Group
31	18 Customer Accounting
32	19 Rents
33	20 General Office Expense
34	21 Miscellaneous
35	25 Other Maintenance
36	Total Maintenance & Operations Expense
37	27 Depreciation
38	28 Amortization
39	29 General Taxes
40	30 State Income Taxes
41	31 Federal Income Taxes
42	32 Tax Savings Acquisition Adjustment
43	33 Total Operating Expenses
44	34 Utility Operating Income
45	35 OTHER INCOME & DEDUCTIONS
46	36 Non-Operating Rental Income
47	37 Dividend Income-Common
48	38 Dividend Income-Preferred
49	39 Interest Income
50	40 AFUDC Equity

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					Yr to Date
11	April	April	April	April	April
12	Actual	Plan	Variance	Prior Year	Actual
13	----------	----------	----------	----------	----------
14					
15	2,694,846	2,696,254	(1,408)	2,823,574	10,851,096
16	0	0	0	0	0
17	113,674	114,756	(1,082)	106,120	459,892
18	0	0	0	0	0
19	2,808,520	2,811,010	(2,490)	2,929,694	11,310,988
20					
21	393,853	396,992	(3,139)	363,514	1,607,519
22	2,422	4,670	(2,248)	2,236	8,741
23	178,887	166,828	12,059	186,928	710,892
24	83,497	85,703	(2,206)	79,181	340,073
25	19,421	17,339	2,082	23,342	82,280
26	430,543	389,315	41,228	393,303	1,742,335
27	142,547	130,102	12,445	140,875	577,727
28	119,422	78,814	40,608	62,211	508,726
29	(4,451)	12,958	(17,409)	10,517	25,446
30	45,258	46,678	(1,420)	47,828	122,710
31	83,821	105,055	(21,234)	53,293	353,432
32	201	4,648	(4,447)	3,971	1,826
33	20,959	20,444	515	16,665	80,375
34	147,583	187,466	(39,883)	120,456	586,449
35	78,321	117,424	(39,103)	70,274	361,123
36	1,742,284	1,764,436	(22,152)	1,574,594	7,109,654
37	385,242	402,334	(17,092)	381,839	1,623,330
38	10,713	10,148	565	10,148	43,611
39	322,297	327,435	(5,138)	305,419	1,275,749
40	19,422	220	19,202	24,197	19,586
41	145,684	1,105	144,579	132,294	133,390
42	0	0	0	0	0
43	2,625,642	2,505,678	119,964	2,428,491	10,205,320
44	182,878	305,332	(122,454)	501,203	1,105,668
45					
46	0	0	0	0	0
47	0	0	0	0	0
48	0	0	0	0	0
49	0	0	0	24	0
50	4,526	2,370	2,156	6,407	8,397

	G	H	I	J
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Yr to Date	Yr to Date	Yr to Date	
11	April	April	April	Annual
12	Plan	Variance	Prior Year	Forecast
13	----------	----------	----------	----------
14				
15	10,920,060	(68,964)	9,989,795	37,473,105
16	0	0	0	0
17	459,024	868	435,860	1,377,072
18	0	0	0	0
19	11,379,084	(68,096)	10,425,655	38,850,177
20				
21	1,637,836	(30,317)	1,485,025	4,951,504
22	16,672	(7,931)	11,474	51,766
23	662,163	48,729	627,318	2,146,732
24	344,382	(4,309)	352,788	1,115,700
25	69,422	12,858	75,042	253,670
26	1,579,918	162,417	1,555,123	4,636,157
27	520,408	57,319	549,453	1,561,024
28	315,256	193,470	245,829	945,768
29	72,380	(46,934)	42,066	173,477
30	186,712	(64,002)	149,910	560,136
31	418,466	(65,034)	285,161	1,253,644
32	19,591	(17,765)	11,108	56,325
33	83,209	(2,834)	57,641	224,562
34	646,525	(60,076)	541,999	1,892,615
35	432,143	(71,020)	401,159	1,390,260
36	7,005,083	104,571	6,391,096	21,213,340
37	1,604,834	18,496	1,439,561	4,890,341
38	40,592	3,019	40,592	121,776
39	1,327,706	(51,957)	1,310,182	3,940,511
40	7,099	12,487	4,350	324,322
41	35,735	97,655	26,868	1,632,668
42	0	0	0	0
43	10,021,049	184,271	9,212,649	32,122,958
44	1,358,035	(252,367)	1,213,006	6,727,219
45				
46	0	0	0	0
47	0	0	0	0
48	0	0	0	0
49	0	0	5,527	0
50	3,778	4,619	33,598	69,338

	A
51	42 M & J Miscellaneous Income
52	43 Gain(Loss)on Disposition
53	45 Total Other Income
54	46 Miscellaneous Amortization
55	47 Tax Savings Acquisition Adjustment
56	48 Misc. Other Deductions
57	49 General Taxes
58	50 State Income Taxes
59	51 Federal Income Taxes
60	52 Total Other Deductions
61	53 Total Other Income
62	54 Income Before Interest Charges
63	55 INTEREST CHARGES
64	56 Interest on Long-Term Debt
65	57 Amortization and Debt Expense
66	58 Interest-Short Term Bank Debt
67	59 Other Interest Expense
68	60 AFUDC-Debt
69	61 Total Interest Charges
70	62 Net Income
71	64 Preferred Dividend Declared
72	65 Net Income to Common Stock
73	

	B	C	D	E	F
51	1,327	0	1,327	(993)	5,642
52	0	0	0	0	0
53	5,853	2,370	3,483	5,438	14,039
54	0	0	0	0	0
55	0	0	0	0	0
56	1,484	2,060	(576)	620	22,624
57	0	0	0	0	0
58	1,018	(134)	1,152	(92)	0
59	(1,091)	(674)	(417)	(515)	0
60	1,411	1,252	159	13	22,624
61	4,442	1,118	3,324	5,425	(8,585)
62	187,320	306,450	(119,130)	506,628	1,097,083
63	0	0	0	0	0
64	263,347	257,523	5,824	266,512	1,073,032
65	2,374	2,283	91	2,390	10,432
66	19,692	29,258	(9,566)	46,003	129,827
67	0	0	0	0	0
68	(2,561)	(1,320)	(1,241)	(3,032)	(4,750)
69	282,852	287,744	(4,892)	311,873	1,208,541
70	(95,532)	18,706	(114,238)	194,755	(111,458)
71	5,757	5,757	0	5,757	23,027
72	(101,289)	12,949	(114,238)	188,998	(134,485)
73					

	G	H	I	J
51	0	5,642	1,533	0
52	0	0	0	0
53	3,778	10,261	40,658	69,338
54	0	0	0	0
55	0	0	0	0
56	36,565	(13,941)	7,798	76,220
57	0	0	0	0
58	(2,337)	2,337	(43)	(4,798)
59	(11,770)	11,770	(239)	(24,158)
60	22,458	166	7,516	47,264
61	(18,680)	10,095	33,142	22,074
62	1,339,355	(242,272)	1,246,148	6,749,293
63	0	0	0	0
64	1,059,792	13,240	982,961	2,905,510
65	9,132	1,300	7,162	23,676
66	158,866	(29,039)	231,981	642,919
67	0	0	0	0
68	(2,104)	(2,646)	(15,903)	(40,158)
69	1,225,686	(17,145)	1,206,201	3,531,947
70	113,669	(225,127)	39,947	3,217,346
71	23,028	(1)	23,027	69,084
72	90,641	(225,126)	16,920	3,148,262
73				

	A		
1	PCDWLD		
2	83410	American Water Works Company	1
3	RT026USR	Tennessee American Water Company	06/27/08
4	NARUCAI	Analysis of Income	09:09:59
5		For the Period Ending 05/31/2008	
6			
7			
8	Description		
9	----------		
10	P02 Water Revenues		
11	401110 Res Sales Billed		
12	Res Sales Billed		
13	B4611 Metered Sales-Res		
14	401120 Res Sales Unbilled		
15	Res Sales Unbilled		
16	B4611 Metered Sales-Res		
17	401210 Com Sales Billed		
18	Com Sales Billed		
19	B4612 Metered Sales-Com		
20	401220 Com Sales Unbilled		
21	Com Sales Unbilled		
22	B4612 Metered Sales-Com		
23	401310 Ind Sales Billed		
24	Ind Sales Billed		
25	B4613 Metered Sales-Ind		
26	401320 Ind Sales Unbilled		
27	Ind Sales Unbilled		
28	B4613 Metered Sales-Ind		
29	401450 Priv Fire Billed		
30	Priv Fire Billed		
31	B4622 Private Fire Revenues		
32	401510 Pub Auth Billed		
33	Pub Auth Billed		
34	B4614 Metered Sales-OPA		
35	401520 Pub Auth Unbilled		
36	Pub Auth Unbilled		
37	B4614 Metered Sales-OPA		
38	401610 SFR Billed		
39	SFR Billed		
40	B466 Sales for Resale		
41	401620 Sales for Resale Unbilled		
42	Sales for Resale Unbilled		
43	B466 Sales for Resale		
44	401710 Misc Sales Billed		
45	Misc Sales Billed		
46	B474 Other Water Revenues		
47	401713 Misc Sales Billed Unmetered		
48	Misc Sales Billed Unmetered		
49	B474 Other Water Revenues		
50	P02 Water Revenues		

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	May	May	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	(1,165,981.91)	(5,857,851.34)	(1,216,196.11)	(5,392,504.56)	P02
14					
15					
16	(109,987.60)	(11,528.19)	66,650.08	(16,257.81)	P02
17					
18					
19	(891,665.76)	(4,440,174.34)	(866,675.32)	(3,984,105.40)	P02
20					
21					
22	(120,628.88)	(21,457.95)	37,624.54	49,810.26	P02
23					
24					
25	(297,578.29)	(1,544,629.27)	(282,776.32)	(1,398,522.03)	P02
26					
27					
28	(41,069.31)	26,629.75	23,121.89	23,395.36	P02
29					
30					
31	(135,378.45)	(668,367.66)	(113,171.16)	(571,496.08)	P02
32					
33					
34	(193,044.98)	(935,208.90)	(188,807.42)	(863,722.66)	P02
35					
36					
37	(38,832.99)	11,240.36	(14,132.57)	13,686.56	P02
38					
39					
40	(94,239.40)	(522,380.65)	(128,440.63)	(533,498.96)	P02
41					
42					
43	(3,223.34)	21,061.14	553.93	1,223.25	P02
44					
45					
46	(20.00)	(80.00)	(20.00)	(29.75)	P02
47					
48					
49	0.00	0.00	0.00	(42.64)	P02
50	(3,091,650.91)	(13,942,747.05)	(2,682,269.09)	(12,672,064.46)	

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	401110		B4611
14			
15			
16	401120		B4611
17			
18			
19	401210		B4612
20			
21			
22	401220		B4612
23			
24			
25	401310		B4613
26			
27			
28	401320		B4613
29			
30			
31	401450		B4622
32			
33			
34	401510		B4614
35			
36			
37	401520		B4614
38			
39			
40	401610		B466
41			
42			
43	401620		B466
44			
45			
46	401710		B474
47			
48			
49	401713		B474
50			

	A
51	
52	P04 Other Revenues
53	403001 Oth Rev-Interco-AW21
54	AW21 Oth Rev-Interco-AW21
55	B474 Other Water Revenues
56	403101 Oth Rev-Forfeited Discounts
57	Oth Rev-Forfeited Discounts
58	B470 Forfeited Discounts
59	403102 Oth Rev-Rents Water Property
60	Oth Rev-Rents Water Property
61	B472 Rents from Water Property
62	403103 Oth Rev-Collect for Others
63	Oth Rev-Collect for Others
64	B471 Misc Service Revenues
65	403104 Oth Rev-NSF Check Charge
66	Oth Rev-NSF Check Charge
67	B471 Misc Service Revenues
68	403105 Oth Rev-Appl/Initiate Serv Fee
69	Oth Rev-Appl/Initiate Serv F
70	B471 Misc Service Revenues
71	403107 Oth Rev-Reconnection Charges
72	Oth Rev-Reconnection Charges
73	B471 Misc Service Revenues
74	P04 Other Revenues
75	
76	P08 Labor
77	501200 Labor
78	12 Labor Oper P
79	B6011 Salaries-Empl Oper SS
80	13 Labor Oper WT
81	B6013 Salaries-Empl Oper WT
82	14 Labor Oper TD
83	B6015 Salaries-Empl Oper TD
84	1405 Labor Oper TD Super/Eng
85	B6015 Salaries-Empl Oper TD
86	1420 Labor Oper TD Meter
87	B6015 Salaries-Empl Oper TD
88	1510 Labor Oper CA Mtr Read
89	B6017 Salaries-Empl CA
90	16 Labor Oper AG
91	B6018 Salaries-Empl AG
92	2405 Labor Maint TD Super/Eng
93	B6016 Salaries-Empl Maint TD
94	2420 Labor Maint TD Mains
95	B6016 Salaries-Empl Maint TD
96	2430 Labor Maint TD Services
97	B6016 Salaries-Empl Maint TD
98	2435 Labor Maint TD Meters
99	B6016 Salaries-Empl Maint TD
100	2440 Labor Maint TD Hydrants

	B	C	D	E	F
51					
52					
53					
54					
55	(3,251.34)	(20,746.14)	0.00	0.00	P04
56					
57					
58	(28,766.98)	(141,910.80)	(23,913.64)	(116,041.32)	P04
59					
60					
61	(10,280.62)	(51,403.10)	(10,034.82)	(49,826.45)	P04
62					
63					
64	(33,119.84)	(158,945.21)	(40,129.07)	(182,839.58)	P04
65					
66					
67	(2,440.00)	(10,620.00)	(2,200.00)	(10,520.00)	P04
68					
69					
70	(22,420.00)	(109,160.00)	(25,925.00)	(123,940.00)	P04
71					
72					
73	(13,157.00)	(80,543.00)	(15,364.00)	(70,259.00)	P04
74	(113,435.78)	(573,328.25)	(117,566.53)	(553,426.35)	
75					
76					
77					
78					
79	100,828.76	511,873.44	99,933.73	512,956.08	P08
80					
81	0.00	0.00	0.00	189.04	P08
82					
83	10,770.96	51,748.95	10,037.20	50,568.84	P08
84					
85	11,729.74	47,848.53	6,657.24	39,764.09	P08
86					
87	25,755.67	123,183.44	21,180.67	114,998.35	P08
88					
89	30,642.43	152,700.63	34,367.11	182,969.38	P08
90					
91	163,037.03	663,861.00	136,216.95	466,849.52	P08
92					
93	3,289.28	24,333.28	4,832.64	24,622.58	P08
94					
95	41,242.56	231,246.88	35,177.23	288,450.03	P08
96					
97	22,433.94	109,680.80	19,885.59	105,668.56	P08
98					
99	4,531.52	31,276.38	11,773.44	47,448.85	P08
100					

	G	H	I
51			
52			
53			
54			
55	403001	AW21	B474
56			
57			
58	403101		B470
59			
60			
61	403102		B472
62			
63			
64	403103		B471
65			
66			
67	403104		B471
68			
69			
70	403105		B471
71			
72			
73	403107		B471
74			
75			
76			
77			
78			
79	501200	12	B6011
80			
81	501200	13	B6013
82			
83	501200	14	B6015
84			
85	501200	1405	B6015
86			
87	501200	1420	B6015
88			
89	501200	1510	B6017
90			
91	501200	16	B6018
92			
93	501200	2405	B6016
94			
95	501200	2420	B6016
96			
97	501200	2430	B6016
98			
99	501200	2435	B6016
100			

	A
101	B6016 Salaries-Empl Maint TD
102	501711 IP-Off-Annual-P/R JE
103	IP-Off-Annual-P/R JE
104	B6018 Salaries-Empl AG
105	16 Incen Plan-Off-Annual
106	B6018 Salaries-Empl AG
107	501712 Incen Plan-Off-Long Term
108	16 Incen Plan-Off-Long Term
109	B6018 Salaries-Empl AG
110	501717 Comp Exp-Restricted Stk
111	16 Comp Exp-Restricted Stk
112	B6018 Salaries-Empl AG
113	P08 Labor
114	
115	P09 Purchased Water
116	510100 Purchased Water-Outside
117	11 Purchased Water-Outside
118	B6101 Purchased Water Oper SS
119	P09 Purchased Water
120	
121	P10 Fuel & Power
122	515100 Purch Power
123	12 Purch Power P
124	B6151 Purch Power Oper SS
125	14 Purch Power TD
126	B6155 Purch Power Oper TD
127	515200 Fuel for Power Prod SS
128	11 Fuel for Power Prod SS
129	B6161 Purch Fuel Oper SS
130	P10 Fuel & Power
131	
132	P11 Chemicals
133	518000 Chemicals WT
134	13 Chemicals WT
135	B6183 Chemicals Oper WT
136	518001 Chemicals Carbon AWSI
137	AWSI Chemicals Carbon AWSI
138	B6183 Chemicals Oper WT
139	13 Chemicals WT Carbon Lease
140	B6183 Chemicals Oper WT
141	P11 Chemicals
142	
143	P12 Waste Disposal
144	511100 Waste Disposal Exp WT
145	13 Waste Disposal Exp WT
146	B6753 Misc Exp Oper WT
147	P12 Waste Disposal
148	
149	P13 Management Fees-Corporate
150	534214 Mgmt Fees-Bus Chg Costs

	B	C	D	E	F
101	7,306.72	22,758.57	8,212.72	28,054.88	P08
102					
103					
104	13,036.21	71,024.42	10,930.40	21,689.50	P08
105					
106	0.00	0.00	0.00	0.00	P08
107					
108					
109	353.00	940.00	0.00	0.00	P08
110					
111					
112	6,298.07	6,298.07	0.00	0.00	P08
113	441,255.89	2,048,774.39	399,204.92	1,884,229.70	
114					
115					
116					
117					
118	2,044.67	10,785.32	3,073.36	14,546.86	P09
119	2,044.67	10,785.32	3,073.36	14,546.86	
120					
121					
122					
123					
124	197,363.70	907,445.68	166,585.65	791,372.80	P10
125					
126	191.70	1,001.61	256.24	1,409.53	P10
127					
128					
129	619.54	619.54	23.95	1,401.36	P10
130	198,174.94	909,066.83	166,865.84	794,183.69	
131					
132					
133					
134					
135	44,267.19	368,375.95	102,297.64	432,648.15	P11
136					
137					
138	65,547.37	65,547.37	0.00	0.00	P11
139					
140	(15,964.69)	0.00	0.00	22,437.60	P11
141	93,849.87	433,923.32	102,297.64	455,085.75	
142					
143					
144					
145					
146	16,935.95	99,215.48	13,727.63	88,769.61	P12
147	16,935.95	99,215.48	13,727.63	88,769.61	
148					
149					
150					

	G	H	I
101	501200	2440	B6016
102			
103			
104	501711		B6018
105			
106	501711	16	B6018
107			
108			
109	501712	16	B6018
110			
111			
112	501717	16	B6018
113			
114			
115			
116			
117			
118	510100	11	B6101
119			
120			
121			
122			
123			
124	515100	12	B6151
125			
126	515100	14	B6155
127			
128			
129	515200	11	B6161
130			
131			
132			
133			
134			
135	518000	13	B6183
136			
137			
138	518001	AWSI	B6183
139			
140	518001	13	B6183
141			
142			
143			
144			
145			
146	511100	13	B6753
147			
148			
149			
150			

	A
151	16 Mgmt Fees-Bus Chg Costs
152	B6348 Cont Serv Mgmt Fee AG
153	534600 Mmgt Fees-Corporate
154	16 Mmgt Fees-Corporate
155	B6358 Cont Serv Other AG
156	534615 SSC-Shrd Bus Srv Fees
157	16 SSC-Shrd Bus Srv Fees
158	B6358 Cont Serv Other AG
159	534620 Mmgt Fees Bsn Change-Corp
160	16 Mmgt Fees Bsn Change-Corp
161	B6358 Cont Serv Other AG
162	534625 CSC-Shrd Bus Srv Fees
163	16 CSC-Shrd Bus Srv Fees
164	B6358 Cont Serv Other AG
165	534635 ITS-Shrd Bus Srv Fees
166	16 ITS-Shrd Bus Srv Fees
167	B6358 Cont Serv Other AG
168	534645 Procure-Shrd Bus Srv Fees
169	16 Procure-Shrd Bus Srv Fees
170	B6358 Cont Serv Other AG
171	534650 Mmgt Fees P13880-Corp
172	16 Mmgt Fees P13880-Corp
173	B6358 Cont Serv Other AG
174	534655 Lab-Shrd Bus Srv Fees
175	16 Lab-Shrd Bus Srv Fees
176	B6358 Cont Serv Other AG
177	534665 BSC-Shrd Bus Srv Fees
178	16 BSC-Shrd Bus Srv Fees
179	B6358 Cont Serv Other AG
180	534700 Mmgt Fees-Region
181	16 Mmgt Fees-Region
182	B6358 Cont Serv Other AG
183	534720 Mmgt Fees Bsn Change-Region
184	16 Mmgt Fees Bsn Change-Region
185	B6358 Cont Serv Other AG
186	534750 Mmgt Fees P13880-Region
187	16 Mmgt Fees P13880-Region
188	B6358 Cont Serv Other AG
189	P13 Management Fees-Corporate
190	
191	P14 Group Insurance
192	504100 Group Insurance
193	001 Group Insurance - Cap Credit
194	Not applicable
195	16 Group Ins Oper AG
196	B6048 Empl Pens & Ben AG
197	505100 PBOP
198	001 PBOP Cap Credits
199	Not applicable
200	16 PBOP Oper AG

	B	C	D	E	F
151					
152	0.00	0.00	0.00	0.00	P13
153					
154					
155	82,887.60	389,380.19	259,590.04	1,129,966.72	P13
156					
157					
158	35,834.26	180,988.62	0.00	0.00	P13
159					
160					
161	296.57	15,264.83	199.53	585.33	P13
162					
163					
164	92,384.05	456,500.31	0.00	0.00	P13
165					
166					
167	61,061.61	315,258.86	0.00	0.00	P13
168					
169					
170	4,591.83	22,499.14	0.00	0.00	P13
171					
172					
173	19,165.22	181,709.70	83,759.60	349,983.61	P13
174					
175					
176	10,399.57	55,833.57	0.00	0.00	P13
177					
178					
179	2,026.82	10,287.53	0.00	0.00	P13
180					
181					
182	98,369.87	515,975.18	93,112.75	500,959.72	P13
183					
184					
185	3,543.76	5,758.35	0.00	0.00	P13
186					
187					
188	0.00	3,439.63	2,748.44	13,037.98	P13
189	410,561.16	2,152,895.91	439,410.36	1,994,533.36	
190					
191					
192					
193					
194	(18,344.29)	(132,052.12)	0.00	0.00	P14
195					
196	100,992.80	541,339.99	80,486.28	385,913.61	P14
197					
198					
199	(8,461.31)	(39,207.56)	0.00	0.00	P14
200					

	G	H	I
151			
152	534214	16	B6348
153			
154			
155	534600	16	B6358
156			
157			
158	534615	16	B6358
159			
160			
161	534620	16	B6358
162			
163			
164	534625	16	B6358
165			
166			
167	534635	16	B6358
168			
169			
170	534645	16	B6358
171			
172			
173	534650	16	B6358
174			
175			
176	534655	16	B6358
177			
178			
179	534665	16	B6358
180			
181			
182	534700	16	B6358
183			
184			
185	534720	16	B6358
186			
187			
188	534750	16	B6358
189			
190			
191			
192			
193			
194	504100	1	
195			
196	504100	16	B6048
197			
198			
199	505100	1	
200			

	A
201	B6048 Empl Pens & Ben AG
202	P14 Group Insurance
203	
204	P15 Pensions
205	506100 Pension
206	001 Pension - Cap Credits
207	Not applicable
208	16 Pension Oper AG
209	B6048 Empl Pens & Ben AG
210	P15 Pensions
211	
212	P16 Regulatory Expense
213	566100 Reg Comm Amort Rate Case
214	16 Reg Comm Amort Rate Case
215	B6668 Reg Exp-Rate Case
216	566200 Reg Comm Amort Depr Study
217	16 Reg Comm Amort Depr Study
218	B6678 Reg Exp-Other AG
219	566700 Regulatory Comm Exp-Other
220	16 Reg Comm Other Oper AG
221	B6678 Reg Exp-Other AG
222	P16 Regulatory Expense
223	
224	P17 Ins Other Than Group
225	557000 Insurance General Liab
226	16 Ins Gen Liab Oper AG
227	B6578 Ins Gen Liab AG
228	558000 Insurance Workman's Comp
229	001 Ins Work Comp Cap Credits
230	Not applicable
231	16 Ins Work Comp AG
232	B6588 Ins Work Comp AG
233	559000 Insurance Other
234	16 Ins Other Oper AG
235	B6598 Ins Other AG
236	P17 Ins Other Than Group
237	
238	P18 Customer Accounting
239	520100 M & S Oper CA
240	15 M & S Oper CA
241	B6207 M&S CA
242	570100 Uncollectible Accounts
243	15 Uncollectible Accounts
244	B6707 Bad Debt Expense
245	16 Uncollectible Accts-MI's
246	B6707 Bad Debt Expense
247	575000 Misc Oper CA
248	15 Misc Oper CA
249	B6757 Misc Exp CA
250	1520 Misc Oper CA Cust Serv

	B	C	D	E	F
201	70,458.50	352,292.50	61,608.49	305,633.66	P14
202	144,645.70	722,372.81	142,094.77	691,547.27	
203					
204					
205					
206					
207	(14,580.89)	(65,489.67)	0.00	0.00	P15
208					
209	133,724.33	693,358.65	62,226.22	308,055.13	P15
210	119,143.44	627,868.98	62,226.22	308,055.13	
211					
212					
213					
214					
215	11,888.89	79,448.95	10,002.25	50,011.25	P16
216					
217					
218	920.41	4,602.05	514.30	2,571.50	P16
219					
220					
221	0.00	(45,795.70)	0.00	0.00	P16
222	12,809.30	38,255.30	10,516.55	52,582.75	
223					
224					
225					
226					
227	30,454.54	85,024.26	27,331.85	103,299.61	P17
228					
229					
230	(3,951.30)	(16,060.63)	0.00	0.00	P17
231					
232	16,195.80	87,352.85	11,510.12	57,131.54	P17
233					
234					
235	3,089.99	12,182.85	4,697.25	33,018.43	P17
236	45,789.03	168,499.33	43,539.22	193,449.58	
237					
238					
239					
240					
241	0.00	663.32	0.00	350.38	P18
242					
243					
244	73,785.96	183,833.64	127,911.94	211,240.16	P18
245					
246	0.00	5,936.62	0.00	(15,707.95)	P18
247					
248					
249	151.60	75.10	0.00	(150.00)	P18
250					

	G	H	I
201	505100	16	B6048
202			
203			
204			
205			
206			
207	506100	1	
208			
209	506100	16	B6048
210			
211			
212			
213			
214			
215	566100	16	B6668
216			
217			
218	566200	16	B6678
219			
220			
221	566700	16	B6678
222			
223			
224			
225			
226			
227	557000	16	B6578
228			
229			
230	558000	1	
231			
232	558000	16	B6588
233			
234			
235	559000	16	B6598
236			
237			
238			
239			
240			
241	520100	15	B6207
242			
243			
244	570100	15	B6707
245			
246	570100	16	B6707
247			
248			
249	575000	15	B6757
250			

	A
251	B6757 Misc Exp CA
252	575100 Bank Service Charges CA
253	15 Bank Service Charges CA
254	B6757 Misc Exp CA
255	575200 Collection Agencies CA
256	15 Collection Agencies CA
257	B6757 Misc Exp CA
258	575420 Forms CA
259	15 Forms CA
260	B6757 Misc Exp CA
261	575660 Postage CA
262	15 Postage CA
263	B6757 Misc Exp CA
264	575740 Telephone CA
265	15 Telephone CA
266	B6757 Misc Exp CA
267	575743 Wireless Serv 1st CA
268	15 Wireless Serv 1st CA
269	B6757 Misc Exp CA
270	575820 Uniforms CA
271	15 Uniforms CA
272	B6757 Misc Exp CA
273	P18 Customer Accounting
274	
275	P19 Rents
276	541000 Rents-Real Property
277	14 Rents-Real Prop Oper TD
278	B6415 Rents-Real Prop Oper TD
279	16 Rents-Real Prop Oper AG
280	B6418 Rents-Real Prop AG
281	541400 Rents-Equipment
282	15 Rents-Equipment Oper CA
283	B6427 Rents-Equipment CA
284	16 Rents-Equipment Oper AG
285	B6428 Rents-Equipment AG
286	P19 Rents
287	
288	P20 General Office Exp
289	520100 M & S Oper AG
290	16 M & S Oper AG
291	B6208 M&S AG
292	575002 Misc General Office
293	16 Misc General Office
294	B6758 Misc Exp AG
295	575100 Bank Service Charges AG
296	16 Bank Service Charges AG
297	B6758 Misc Exp AG
298	575260 Credit Line Fees
299	16 Credit Line Fees
300	B6758 Misc Exp AG

	B	C	D	E	F
251	0.00	617.88	0.00	0.00	P18
252					
253					
254	22,425.76	105,010.11	18,327.04	90,778.29	P18
255					
256					
257	761.06	8,248.06	2,570.50	9,422.79	P18
258					
259					
260	11,722.14	48,129.95	11,932.41	48,033.23	P18
261					
262					
263	27,070.62	133,757.04	28,836.71	125,841.60	P18
264					
265					
266	0.00	1.88	1.21	3.49	P18
267					
268					
269	648.64	3,272.50	680.30	3,401.80	P18
270					
271					
272	497.26	948.61	210.29	2,417.96	P18
273	137,063.04	490,494.71	190,470.40	475,631.75	
274					
275					
276					
277					
278	0.00	150.00	0.00	150.00	P19
279					
280	0.00	1,169.00	28.86	1,152.86	P19
281					
282					
283	0.00	529.35	(1,407.31)	309.28	P19
284					
285	65.55	42.97	5,741.54	13,859.32	P19
286	65.55	1,891.32	4,363.09	15,471.46	
287					
288					
289					
290					
291	368.88	5,488.43	1,110.14	3,131.96	P20
292					
293					
294	0.00	0.00	0.00	31.18	P20
295					
296					
297	0.00	1,068.86	533.40	2,994.21	P20
298					
299					
300	58.29	291.45	94.72	473.60	P20

	G	H	I
251	575000	1520	B6757
252			
253			
254	575100	15	B6757
255			
256			
257	575200	15	B6757
258			
259			
260	575420	15	B6757
261			
262			
263	575660	15	B6757
264			
265			
266	575740	15	B6757
267			
268			
269	575743	15	B6757
270			
271			
272	575820	15	B6757
273			
274			
275			
276			
277			
278	541000	14	B6415
279			
280	541000	16	B6418
281			
282			
283	541400	15	B6427
284			
285	541400	16	B6428
286			
287			
288			
289			
290			
291	520100	16	B6208
292			
293			
294	575002	16	B6758
295			
296			
297	575100	16	B6758
298			
299			
300	575260	16	B6758

	A
301	575261 Credit Line Fees AW46
302	AW46 Credit Line Fees AW46
303	B6758 Misc Exp AG
304	16 Credit Line Fees In
305	B6758 Misc Exp AG
306	575280 Dues/Membership Deduct
307	16 Dues/Membership Deduct
308	B6758 Misc Exp AG
309	575320 Electricity AG
310	16 Electricity AG
311	B6758 Misc Exp AG
312	575340 Empl Exp AG-P/R JE
313	16 Employee Expenses AG
314	B6758 Misc Exp AG
315	575342 Empl Exp Conf/Registration AG
316	16 Empl Exp Conf/Registration A
317	B6758 Misc Exp AG
318	575350 Meals Deduct-P/R JE
319	16 Meals Deduct
320	B6758 Misc Exp AG
321	575351 Meals Non Deduct
322	16 Meals Non Deduct
323	B6758 Misc Exp AG
324	575480 Heat - Oil/Gas AG
325	16 Heat - Oil/Gas AG
326	B6758 Misc Exp AG
327	575500 Janitorial AG
328	16 Janitorial AG
329	B6758 Misc Exp AG
330	575620 Office & Admin Supplies AG
331	16 Office & Admin Supplies AG
332	B6758 Misc Exp AG
333	575660 Postage AG
334	16 Postage AG
335	B6758 Misc Exp AG
336	575670 Relocation Expenses
337	16 Relocation Expenses
338	B6758 Misc Exp AG
339	575740 Telephone AG
340	16 Telephone AG
341	B6758 Misc Exp AG
342	575741 Cell Phone AG
343	16 Cell Phone AG
344	B6758 Misc Exp AG
345	575780 Trash Removal AG
346	16 Trash Removal AG
347	B6758 Misc Exp AG
348	575830 Wtr & Waste Wtr Exp AG
349	16 Wtr & Waste Wtr Exp AG
350	B6758 Misc Exp AG

	B	C	D	E	F
301					
302					
303	1,911.21	9,792.79	14,105.04	14,105.04	P20
304					
305	0.00	0.00	(14,643.29)	0.00	P20
306					
307					
308	70.00	330.00	1,030.00	1,260.00	P20
309					
310					
311	2,379.88	9,952.28	2,576.74	8,807.59	P20
312					
313					
314	4,197.83	16,384.03	3,234.48	6,337.33	P20
315					
316					
317	2,330.00	4,265.00	425.00	425.00	P20
318					
319					
320	1,753.82	3,447.21	341.36	707.90	P20
321					
322					
323	1,754.67	3,448.15	341.39	707.99	P20
324					
325					
326	144.44	4,554.92	56.40	2,113.04	P20
327					
328					
329	398.75	1,993.75	398.75	1,993.75	P20
330					
331					
332	56.29	2,978.11	293.77	1,329.07	P20
333					
334					
335	154.64	977.10	560.54	1,327.22	P20
336					
337					
338	0.00	1,485.00	0.00	0.00	P20
339					
340					
341	3,755.07	17,308.37	5,670.68	19,345.57	P20
342					
343					
344	3,288.74	17,933.92	2,797.25	10,866.91	P20
345					
346					
347	0.00	0.00	504.00	504.00	P20
348					
349					
350	22.78	1,320.44	0.00	610.47	P20

	G	H	I
301			
302			
303	575261	AW46	B6758
304			
305	575261	16	B6758
306			
307			
308	575280	16	B6758
309			
310			
311	575320	16	B6758
312			
313			
314	575340	16	B6758
315			
316			
317	575342	16	B6758
318			
319			
320	575350	16	B6758
321			
322			
323	575351	16	B6758
324			
325			
326	575480	16	B6758
327			
328			
329	575500	16	B6758
330			
331			
332	575620	16	B6758
333			
334			
335	575660	16	B6758
336			
337			
338	575670	16	B6758
339			
340			
341	575740	16	B6758
342			
343			
344	575741	16	B6758
345			
346			
347	575780	16	B6758
348			
349			
350	575830	16	B6758

	A
351	P20 General Office Exp
352	
353	P21 Miscellaneous
354	504500 Other Welfare Expense
355	16 Other Welf Oper AG
356	B6048 Empl Pens & Ben AG
357	504610 Employee Awards AG
358	16 Employee Awards AG
359	B6048 Empl Pens & Ben AG
360	504620 Employee Physical Exam AG
361	16 Employee Physical Exam AG
362	B6048 Empl Pens & Ben AG
363	504660 Tuition Aid AG
364	16 Tuition Aid AG
365	B6048 Empl Pens & Ben AG
366	504670 Training AG
367	16 Training AG
368	B6048 Empl Pens & Ben AG
369	507100 401k
370	16 401k Oper AG
371	B6048 Empl Pens & Ben AG
372	508101 DCP
373	16 DCP Oper AG
374	B6048 Empl Pens & Ben AG
375	508102 Retiree Med Reimb
376	16 Retiree Med Oper AG
377	B6048 Empl Pens & Ben AG
378	520100 M & S Oper WT
379	13 M & S Oper WT
380	B6203 M&S Oper WT
381	14 M & S Oper TD
382	B6205 M&S Oper TD
383	532000 Contract Svc-Accounting
384	16 Contr Svc-Acctg Oper AG
385	B6328 Cont Serv Acct AG
386	533000 Contract Svc-Legal
387	16 Contr Svc-Legal Oper AG
388	B6338 Cont Serv Legal AG
389	535000 Contract Svc-Other
390	13 Contr Svc-Other Oper WT
391	B6353 Cont Serv Other Oper WT
392	14 Contr Svc-Other Oper TD
393	B6355 Cont Serv Other Oper TD
394	16 Contr Svc-Other Oper AG
395	B6358 Cont Serv Other AG
396	535001 Contr Svc-Temp Empl Oper AG
397	16 Contr Svc-Temp Empl Oper AG
398	B6358 Cont Serv Other AG
399	550000 Transportation
400	001 Trans - Cap Credits

	B	C	D	E	F
351	22,645.29	103,019.81	19,430.37	77,071.83	
352					
353					
354					
355					
356	1,000.00	1,296.37	113.13	558.78	P21
357					
358					
359	322.32	5,282.15	378.81	2,545.24	P21
360					
361					
362	1,151.00	2,442.00	944.00	1,273.00	P21
363					
364					
365	0.00	3,887.00	0.00	3,951.00	P21
366					
367					
368	720.00	2,476.54	65.00	909.90	P21
369					
370					
371	8,099.25	40,501.92	7,406.87	35,905.87	P21
372					
373					
374	6,582.03	31,807.23	8,532.53	30,336.50	P21
375					
376					
377	374.41	1,892.14	219.54	1,344.90	P21
378					
379					
380	6,004.97	32,114.29	2,980.04	13,163.48	P21
381					
382	1,371.64	7,743.80	1,659.08	7,086.87	P21
383					
384					
385	3,784.00	18,950.00	4,775.00	16,917.00	P21
386					
387					
388	15,713.62	14,707.37	(1,879.52)	24,670.11	P21
389					
390					
391	6,895.49	14,516.60	15,344.90	17,138.50	P21
392					
393	8,118.64	40,859.07	8,540.26	50,845.28	P21
394					
395	5,900.14	23,320.84	4,406.25	23,991.75	P21
396					
397					
398	0.00	2,700.00	0.00	0.00	P21
399					
400					

	G	H	I
351			
352			
353			
354			
355			
356	504500	16	B6048
357			
358			
359	504610	16	B6048
360			
361			
362	504620	16	B6048
363			
364			
365	504660	16	B6048
366			
367			
368	504670	16	B6048
369			
370			
371	507100	16	B6048
372			
373			
374	508101	16	B6048
375			
376			
377	508102	16	B6048
378			
379			
380	520100	13	B6203
381			
382	520100	14	B6205
383			
384			
385	532000	16	B6328
386			
387			
388	533000	16	B6338
389			
390			
391	535000	13	B6353
392			
393	535000	14	B6355
394			
395	535000	16	B6358
396			
397			
398	535001	16	B6358
399			
400			

	A
401	Not applicable
402	14 Trans Oper TD
403	B6505 Transportation Oper TD
404	15 Trans Oper CA
405	B6507 Transportation CA
406	16 Trans Oper AG
407	B6508 Transportation AG
408	24 Transport Maint TD
409	B6506 Transportation Maint TD
410	550001 Trans Oper AG Lease Cost
411	16 Trans Oper AG Lease Cost
412	B6508 Transportation AG
413	550002 Trans Oper AG Lease Fuel
414	16 Trans Oper AG Lease Fuel
415	B6508 Transportation AG
416	550003 Trans Oper AG Lease Maint
417	16 Trans Oper AG Lease Maint
418	B6508 Transportation AG
419	556000 Insurance Vehicle
420	16 Ins Vehicle Oper AG
421	B6568 Ins Vehicle AG
422	575000 Misc Oper WT
423	13 Misc Oper WT
424	B6753 Misc Exp Oper WT
425	14 Misc Oper TD
426	B6755 Misc Exp Oper TD
427	16 Misc Oper AG
428	B6758 Misc Exp AG
429	575030 Advertising
430	16 Advertising
431	B6608 Advertising AG
432	575130 Brochures and Handouts
433	16 Brochures and Handouts
434	B6758 Misc Exp AG
435	575240 Co Dues/Membership Deduct
436	16 Co Dues/Membership Deduct
437	B6758 Misc Exp AG
438	575242 Co Dues Deduct AWWA
439	16 Co Dues Deduct AWWA
440	B6758 Misc Exp AG
441	575270 Directors Fees
442	16 Directors Fees
443	B6758 Misc Exp AG
444	575275 Discounts Available
445	16 Discounts Available
446	B6758 Misc Exp AG
447	575320 Electricity WT
448	13 Electricity WT
449	B6753 Misc Exp Oper WT
450	14 Electricity TD

	B	C	D	E	F
401	(5,800.54)	(30,093.00)	0.00	0.00	P21
402					
403	0.00	0.00	0.00	10.93	P21
404					
405	0.00	0.00	0.00	429.39	P21
406					
407	1,536.13	15,423.97	(1,736.35)	(13,203.72)	P21
408					
409	692.33	4,873.84	88.17	734.44	P21
410					
411					
412	1,262.19	7,135.10	1,020.92	34,880.85	P21
413					
414					
415	29,247.13	120,085.48	18,676.01	82,788.21	P21
416					
417					
418	24,348.48	82,027.48	29,090.96	88,274.36	P21
419					
420					
421	2,576.92	13,405.30	0.00	0.00	P21
422					
423					
424	1,067.90	5,233.27	(4,495.00)	6,152.95	P21
425					
426	2,942.18	16,395.81	2,826.97	16,244.05	P21
427					
428	(8,658.76)	20,704.17	2,730.34	(35,129.34)	P21
429					
430					
431	3,078.28	11,577.67	1,460.76	26,431.97	P21
432					
433					
434	106.36	832.46	0.00	208.03	P21
435					
436					
437	9,773.75	9,773.75	0.00	0.00	P21
438					
439					
440	980.42	7,827.10	953.75	3,823.75	P21
441					
442					
443	0.00	4,000.00	0.00	4,000.00	P21
444					
445					
446	(517.57)	(1,900.65)	(313.63)	(1,836.75)	P21
447					
448					
449	3,247.70	20,538.12	3,209.38	19,237.45	P21
450					

	G	H	I
401	550000	1	
402			
403	550000	14	B6505
404			
405	550000	15	B6507
406			
407	550000	16	B6508
408			
409	550000	24	B6506
410			
411			
412	550001	16	B6508
413			
414			
415	550002	16	B6508
416			
417			
418	550003	16	B6508
419			
420			
421	556000	16	B6568
422			
423			
424	575000	13	B6753
425			
426	575000	14	B6755
427			
428	575000	16	B6758
429			
430			
431	575030	16	B6608
432			
433			
434	575130	16	B6758
435			
436			
437	575240	16	B6758
438			
439			
440	575242	16	B6758
441			
442			
443	575270	16	B6758
444			
445			
446	575275	16	B6758
447			
448			
449	575320	13	B6753
450			

	A
451	B6755 Misc Exp Oper TD
452	575400 Bus Servies Proj Exp
453	16 Bus Servies Proj Exp
454	B6758 Misc Exp AG
455	575480 Heat - Oil/Gas WT
456	13 Heat - Oil/Gas WT
457	B6753 Misc Exp Oper WT
458	14 Heat - Oil/Gas TD
459	B6755 Misc Exp Oper TD
460	575490 Injuries and Damages
461	16 Injuries and Damages
462	B6758 Misc Exp AG
463	575500 Janitorial WT
464	13 Janitorial WT
465	B6753 Misc Exp Oper WT
466	14 Janitorial TD
467	B6755 Misc Exp Oper TD
468	575545 Lab Supplies WT
469	13 Lab Supplies WT
470	B6753 Misc Exp Oper WT
471	575560 Lobbying Expenses
472	16 Lobbying Expenses
473	B6758 Misc Exp AG
474	575620 Office & Admin Supplies SS
475	11 Office & Admin Supplies SS
476	B6751 Misc Exp Oper SS
477	14 Office & Admin Supplies TD
478	B6755 Misc Exp Oper TD
479	575625 Overnight Shipping AG
480	16 Overnight Shipping AG
481	B6758 Misc Exp AG
482	575640 Penalties Nondeduct
483	16 Penalties Nondeduct
484	B6758 Misc Exp AG
485	575680 Research & Development Exp
486	16 Research & Development Exp
487	B6758 Misc Exp AG
488	575710 Security Service AG
489	16 Security Service AG
490	B6758 Misc Exp AG
491	575715 Software Licenses & Support
492	16 Software Licenses & Support
493	B6758 Misc Exp AG
494	575740 Telephone WT
495	13 Telephone WT
496	B6753 Misc Exp Oper WT
497	14 Telephone TD
498	B6755 Misc Exp Oper TD
499	575780 Trash Removal WT
500	13 Trash Removal WT

	B	C	D	E	F
451	1,266.53	6,506.47	993.86	5,304.89	P21
452					
453					
454	11,239.33	56,196.65	11,239.33	56,196.65	P21
455					
456					
457	36.19	4,219.36	(1,197.92)	4,358.81	P21
458					
459	19.31	2,624.80	(628.49)	2,396.28	P21
460					
461					
462	1,269.50	3,371.95	2,918.05	4,302.20	P21
463					
464					
465	797.50	3,987.50	797.50	3,987.50	P21
466					
467	398.75	1,993.75	398.75	1,993.75	P21
468					
469					
470	1,993.87	9,825.28	1,888.40	9,225.65	P21
471					
472					
473	0.00	300.00	0.00	15,601.20	P21
474					
475					
476	150.56	172.93	0.00	0.00	P21
477					
478	138.29	623.05	111.98	1,115.31	P21
479					
480					
481	448.55	1,435.27	267.27	1,315.45	P21
482					
483					
484	0.00	15,460.93	20.00	11,884.07	P21
485					
486					
487	904.46	4,767.54	929.18	4,645.89	P21
488					
489					
490	13,127.56	68,828.10	17,747.33	77,886.62	P21
491					
492					
493	(625.01)	1,062.54	299.37	1,496.86	P21
494					
495					
496	3,579.99	16,821.44	3,176.97	12,718.25	P21
497					
498	2,357.41	10,416.70	1,151.72	7,577.82	P21
499					
500					

	G	H	I
451	575320	14	B6755
452			
453			
454	575400	16	B6758
455			
456			
457	575480	13	B6753
458			
459	575480	14	B6755
460			
461			
462	575490	16	B6758
463			
464			
465	575500	13	B6753
466			
467	575500	14	B6755
468			
469			
470	575545	13	B6753
471			
472			
473	575560	16	B6758
474			
475			
476	575620	11	B6751
477			
478	575620	14	B6755
479			
480			
481	575625	16	B6758
482			
483			
484	575640	16	B6758
485			
486			
487	575680	16	B6758
488			
489			
490	575710	16	B6758
491			
492			
493	575715	16	B6758
494			
495			
496	575740	13	B6753
497			
498	575740	14	B6755
499			
500			

	A
501	B6753 Misc Exp Oper WT
502	14 Trash Removal TD
503	B6755 Misc Exp Oper TD
504	575790 Trustee Fees AG
505	16 Trustee Fees AG
506	B6758 Misc Exp AG
507	575820 Uniforms WT
508	13 Uniforms WT
509	B6753 Misc Exp Oper WT
510	575820 Uniforms TD
511	14 Uniforms TD
512	B6755 Misc Exp Oper TD
513	575998 PCard Undistributed
514	16 PCard Undistributed
515	B6751 Misc Exp Oper SS
516	P21 Miscellaneous
517	
518	P25 Maintenance Expense
519	620000 Material and Supplies
520	21 Mat and Sup Maint SS
521	B6202 M&S Maint SS
522	23 Mat and Sup Maint WT
523	B6204 M&S Maint WT
524	24 Mat and Sup Maint TD
525	B6206 M&S Maint TD
526	26 Mat and Sup Maint AG
527	B6208 M&S AG
528	635000 Contr Svc-Other Maint WT
529	23 Contr Svc-Other Maint WT
530	B6354 Cont Serv Other Maint WT
531	24 Contr Svc-Other Maint TD
532	B6356 Cont Serv Other Maint TD
533	26 Contr Svc-Other Maint AG
534	B6358 Cont Serv Other AG
535	675000 Misc Maint TD
536	24 Misc Maint TD
537	B6756 Misc Exp Maint TD
538	2410 Misc Maint TD Struct & Imp
539	B6756 Misc Exp Maint TD
540	2435 Misc Maint TD Meters
541	B6756 Misc Exp Maint TD
542	26 Misc Maint AG
543	B6758 Misc Exp AG
544	675110 Maint Exp ARO/Net Neg Sal AG
545	Maint Exp ARO/Net Neg Sal AG
546	B403 Depreciation Exp
547	26 Maint Exp ARO/Net Neg Sal AG
548	B403 Depreciation Exp
549	675450 Office Equipment AG
550	26 Office Equipment AG

	B	C	D	E	F
501	148.16	1,215.61	348.77	1,773.08	P21
502					
503	103.38	405.31	96.69	482.34	P21
504					
505					
506	0.00	507.38	0.00	(70.00)	P21
507					
508					
509	208.90	2,794.32	86.67	1,765.50	P21
510					
511					
512	0.00	83.10	0.00	0.00	P21
513					
514					
515	164.39	200.49	0.00	0.00	P21
516	169,648.03	766,157.66	147,643.60	689,642.87	
517					
518					
519					
520					
521	14,752.27	63,222.77	14,006.08	46,273.59	P25
522					
523	16,252.82	27,936.64	8,503.14	26,345.94	P25
524					
525	19,970.57	108,605.18	39,286.00	139,614.72	P25
526					
527	0.00	562.63	0.00	(8.65)	P25
528					
529					
530	362.63	18,744.19	4,357.00	4,357.00	P25
531					
532	0.00	0.00	0.00	1,987.03	P25
533					
534	140.00	140.00	410.20	2,353.56	P25
535					
536					
537	0.00	160.60	0.00	0.00	P25
538					
539	0.00	395.46	0.00	0.00	P25
540					
541	376.62	5,650.86	627.57	5,921.26	P25
542					
543	5,964.50	31,047.44	14,066.89	33,901.04	P25
544					
545					
546	0.00	0.00	27,908.02	55,772.92	P25
547					
548	34,247.54	169,482.03	0.00	111,767.87	P25
549					
550					

	G	H	I
501	575780	13	B6753
502			
503	575780	14	B6755
504			
505			
506	575790	16	B6758
507			
508			
509	575820	13	B6753
510			
511			
512	575820	14	B6755
513			
514			
515	575998	16	B6751
516			
517			
518			
519			
520			
521	620000	21	B6202
522			
523	620000	23	B6204
524			
525	620000	24	B6206
526			
527	620000	26	B6208
528			
529			
530	635000	23	B6354
531			
532	635000	24	B6356
533			
534	635000	26	B6358
535			
536			
537	675000	24	B6756
538			
539	675000	2410	B6756
540			
541	675000	2435	B6756
542			
543	675000	26	B6758
544			
545			
546	675110		B403
547			
548	675110	26	B403
549			
550			

	A
551	B6758 Misc Exp AG
552	675650 Paving/Backfill TD
553	24 Paving/Backfill TD
554	B6756 Misc Exp Maint TD
555	P25 Maintenance Expense
556	
557	P27 Depreciation
558	680110 Depr Exp-General
559	Depr Exp-General
560	B403 Depreciation Exp
561	680120 Depr Exp-Amort CIAC Tax
562	Depr Exp-Amort CIAC Tax
563	B403 Depreciation Exp
564	680125 Depr Exp-Amort CIAC Non Tax
565	Depr Exp-Amort CIAC Non Tax
566	B403 Depreciation Exp
567	P27 Depreciation
568	
569	P28 Amortization
570	680520 Amort-Capital Leases
571	Amort-Capital Leases
572	B4071 Amort-Ltd Term UP
573	680540 Amort-Reg Asset AFUDC
574	Amort-Reg Asset AFUDC
575	B4071 Amort-Ltd Term UP
576	680620 Amort-Reg Asset
577	Amort-Reg Asset
578	B4071 Amort-Ltd Term UP
579	680620 Amort-Reg Asset
580	Amort-Reg Asset
581	P28 Amortization
582	
583	P29 General Taxes
584	685100 Utility Reg Assessment Fee
585	Utility Reg Assessment Fee
586	B40810 Tax Oth thn Inc-Reg Asses
587	685200 Property Taxes
588	Property Taxes
589	B40811 Tax Oth thn Inc-Property
590	685320 FUTA
591	FUTA
592	B40812 Tax Oth thn Inc-Payroll T
593	685325 FICA
594	FICA
595	B40812 Tax Oth thn Inc-Payroll T
596	685350 SUTA
597	SUTA
598	B40812 Tax Oth thn Inc-Payroll T
599	685430 Other Taxes and Licenses
600	Other Taxes and Licenses

	B	C	D	E	F
551	0.00	181.19	0.00	0.00	P25
552					
553					
554	14,849.91	64,212.89	10,579.28	92,616.60	P25
555	106,916.86	490,341.88	119,744.18	520,902.88	
556					
557					
558					
559					
560	401,467.45	1,995,138.93	395,839.21	1,903,616.57	P27
561					
562					
563	(4,765.95)	(22,514.35)	(4,262.74)	(30,393.84)	P27
564					
565					
566	(9,385.21)	38,021.26	(9,368.62)	(51,453.78)	P27
567	387,316.29	2,010,645.84	382,207.85	1,821,768.95	
568					
569					
570					
571					
572	8,836.11	44,180.55	8,836.11	44,180.55	P28
573					
574					
575	2,031.65	9,905.94	1,214.00	6,070.00	P28
576					
577					
578	98.00	490.00	98.00	490.00	P28
579					
580					
581	10,965.76	54,576.49	10,148.11	50,740.55	
582					
583					
584					
585					
586	7,163.71	31,478.65	6,336.24	27,138.75	P29
587					
588					
589	232,932.48	1,073,146.40	210,366.13	1,129,400.36	P29
590					
591					
592	(10.54)	3,565.17	163.34	4,986.02	P29
593					
594					
595	28,759.37	157,131.43	29,211.75	147,092.03	P29
596					
597					
598	2,325.27	3,962.43	82.73	2,436.32	P29
599					
600					

	G	H	I
551	675450	26	B6758
552			
553			
554	675650	24	B6756
555			
556			
557			
558			
559			
560	680110		B403
561			
562			
563	680120		B403
564			
565			
566	680125		B403
567			
568			
569			
570			
571			
572	680520		B4071
573			
574			
575	680540		B4071
576			
577			
578	680620		B4071
579			
580			
581			
582			
583			
584			
585			
586	685100		B40810
587			
588			
589	685200		B40811
590			
591			
592	685320		B40812
593			
594			
595	685325		B40812
596			
597			
598	685350		B40812
599			
600			

	A
601	B40813 Tax Oth thn Inc-Other
602	685440 Gross Receipts Tax
603	Gross Receipts Tax
604	B40813 Tax Oth thn Inc-Other
605	P29 General Taxes
606	
607	P30 State Income Taxes
608	690210 SIT-Current
609	SIT-Current
610	B40911 Income Taxes-SIT Oper
611	690213 SIT-Interim Curr
612	SIT-Interim Curr
613	B40911 Income Taxes-SIT Oper
614	690220 SIT-Prior Year Adj
615	SIT-Prior Year Adj
616	B40911 Income Taxes-SIT Oper
617	690713 Def SIT-Interim Def
618	Def SIT-Interim Def
619	B41011 Def Inc Tax-SIT
620	690720 Def SIT-Pr Yr Adj
621	Def SIT-Pr Yr Adj
622	B41011 Def Inc Tax-SIT
623	690730 Def SIT-Reg Asset/Liab
624	001 Def SIT-Reg Asset
625	B41011 Def Inc Tax-SIT
626	002 Def SIT-Reg Liab
627	B41011 Def Inc Tax-SIT
628	690750 Def SIT-Other
629	002 Def SIT-Other Liab
630	B41011 Def Inc Tax-SIT
631	P30 State Income Taxes
632	
633	P31 Federal Income Taxes
634	690110 FIT-Current
635	FIT-Current
636	B40910 Income Taxes-FIT Oper
637	690113 FIT-Interim Curr
638	FIT-Interim Curr
639	B40910 Income Taxes-FIT Oper
640	690120 FIT-Prior Year Adj
641	FIT-Prior Year Adj
642	B40910 Income Taxes-FIT Oper
643	690613 Def FIT-Interim Def
644	Def FIT-Interim Def
645	B41010 Def Inc Tax-FIT
646	690620 Def FIT-Pr Yr Adj
647	Def FIT-Pr Yr Adj
648	B41010 Def Inc Tax-FIT
649	690630 Def FIT-Reg Asset/Liab
650	001 Def FIT-Reg Asset

	B	C	D	E	F
601	27,500.00	112,395.00	29,988.00	140,174.00	P29
602					
603					
604	48,185.08	240,925.40	33,775.67	168,878.35	P29
605	346,855.37	1,622,604.48	309,923.86	1,620,105.83	
606					
607					
608					
609					
610	15,823.00	17,404.00	0.00	(603.00)	P30
611					
612					
613	0.00	0.00	(4,335.04)	(217.47)	P30
614					
615					
616	(22,576.00)	0.00	0.00	0.00	P30
617					
618					
619	0.00	0.00	(4,852.47)	(19,705.42)	P30
620					
621					
622	(11,237.00)	0.00	0.00	0.00	P30
623					
624					
625	4,862.08	24,310.40	4,516.00	22,285.92	P30
626					
627	79.50	217.50	(617.59)	(2,794.27)	P30
628					
629					
630	(12,363.00)	(32,224.00)	0.00	95.00	P30
631	(25,411.42)	9,707.90	(5,289.10)	(939.24)	
632					
633					
634					
635					
636	(16,967.00)	(18,662.00)	0.00	302.00	P31
637					
638					
639	0.00	0.00	(24,163.87)	(1,212.22)	P31
640					
641					
642	(483,984.00)	0.00	0.00	0.00	P31
643					
644					
645	0.00	0.00	(36,277.28)	(159,207.56)	P31
646					
647					
648	517,796.00	0.00	0.00	0.00	P31
649					
650					

	G	H	I
601	685430		B40813
602			
603			
604	685440		B40813
605			
606			
607			
608			
609			
610	690210		B40911
611			
612			
613	690213		B40911
614			
615			
616	690220		B40911
617			
618			
619	690713		B41011
620			
621			
622	690720		B41011
623			
624			
625	690730	1	B41011
626			
627	690730	2	B41011
628			
629			
630	690750	2	B41011
631			
632			
633			
634			
635			
636	690110		B40910
637			
638			
639	690113		B40910
640			
641			
642	690120		B40910
643			
644			
645	690613		B41010
646			
647			
648	690620		B41010
649			
650			

	A
651	B41010 Def Inc Tax-FIT
652	002 Def FIT-Reg Liab
653	B41010 Def Inc Tax-FIT
654	690650 Def FIT-Other
655	002 Def FIT-Other Liab
656	B41010 Def Inc Tax-FIT
657	695220 ITC Restored - 3%
658	ITC Restored - 3%
659	B41211 ITC-Restored
660	695230 ITC Restored - 4%
661	ITC Restored - 4%
662	B41211 ITC-Restored
663	695240 ITC Restored - 10%
664	ITC Restored - 10%
665	B41211 ITC-Restored
666	P31 Federal Income Taxes
667	
668	P39 Interest Income
669	710500 Int Inc-Inside
670	AW46 Int Inc-Inside AW46
671	B419 Interest & Dividend Incom
672	P39 Interest Income
673	
674	P40 AFUDC Equity
675	705100 AFUDC - Equity
676	AFUDC - Equity
677	B420 AFUDC
678	P40 AFUDC Equity
679	
680	P42 M&J Misc Income
681	715111 M&J Revenues-Outside
682	M&J Revenues-Outside
683	B415 M&J Revenues
684	716121 M&J Expenses-Outside
685	M&J Expenses-Outside
686	B416 M&J Expenses
687	716122 M&J Expenses-Inside
688	M&J Expenses-Inside
689	B416 M&J Expenses
690	717110 Misc Non-Util Income-Out
691	Misc Non-Util Income-Out
692	B421 Nonutility Income
693	P42 M&J Misc Income
694	
695	P48 Misc Other Deductions
696	760100 Donations Deduct
697	Donations Deduct
698	B426 Misc Nonutility Expense
699	760200 Other Income Deductions
700	Other Income Deductions

	B	C	D	E	F
651	42,608.92	213,044.60	40,885.00	204,719.08	P31
652					
653	(2,897.42)	(14,487.10)	(2,887.41)	(14,730.73)	P31
654					
655					
656	81,683.00	(47,448.00)	0.00	10.00	P31
657					
658					
659	(258.00)	(1,290.00)	(258.00)	(1,290.00)	P31
660					
661					
662	(397.00)	(1,985.00)	(397.00)	(1,985.00)	P31
663					
664					
665	(5,709.00)	(28,545.00)	(5,709.00)	(28,545.00)	P31
666	131,875.50	100,627.50	(28,807.56)	(1,939.43)	
667					
668					
669					
670					
671	0.00	0.00	(427.43)	(5,954.85)	P39
672	0.00	0.00	(427.43)	(5,954.85)	
673					
674					
675					
676					
677	(5,896.78)	(14,293.35)	(6,869.36)	(40,467.14)	P40
678	(5,896.78)	(14,293.35)	(6,869.36)	(40,467.14)	
679					
680					
681					
682					
683	(2,592.71)	(17,570.01)	(1,184.00)	(13,036.00)	P42
684					
685					
686	4,373.74	13,708.89	3,739.56	13,119.87	P42
687					
688					
689	0.00	0.00	0.00	5,628.02	P42
690					
691					
692	0.00	0.00	0.00	(4,689.46)	P42
693	1,781.03	(3,861.12)	2,555.56	1,022.43	
694					
695					
696					
697					
698	2,500.00	24,234.18	13,460.00	20,647.50	P48
699					
700					

	G	H	I
651	690630	1	B41010
652			
653	690630	2	B41010
654			
655			
656	690650	2	B41010
657			
658			
659	695220		B41211
660			
661			
662	695230		B41211
663			
664			
665	695240		B41211
666			
667			
668			
669			
670			
671	710500	AW46	B419
672			
673			
674			
675			
676			
677	705100		B420
678			
679			
680			
681			
682			
683	715111		B415
684			
685			
686	716121		B416
687			
688			
689	716122		B416
690			
691			
692	717110		B421
693			
694			
695			
696			
697			
698	760100		B426
699			
700			

	A
701	B426 Misc Nonutility Expense
702	760400 Other Lobbying Expenses
703	Other Lobbying Expenses
704	B426 Misc Nonutility Expense
705	P48 Misc Other Deductions
706	
707	P50 State Income Taxes
708	780100 SIT-Other Inc & Ded Curr
709	SIT-Other Inc & Ded Curr
710	B40920 Income Taxes-Oth Inc/Ded
711	780113 SIT-BTL Interim Curr
712	SIT-BTL Interim Curr
713	B40920 Income Taxes-Oth Inc/Ded
714	P50 State Income Taxes
715	
716	P51 Federal Income Taxes
717	790100 FIT-Oth Inc & Ded-curr
718	FIT-Oth Inc & Ded-curr
719	B40920 Income Taxes-Oth Inc/Ded
720	790113 FIT-BTL Interim Curr
721	FIT-BTL Interim Curr
722	B40920 Income Taxes-Oth Inc/Ded
723	P51 Federal Income Taxes
724	
725	P56 Interest on LTD
726	810100 Int LTD-Outside Reg
727	Int LTD-Outside Reg
728	B4273 Int Exp-LTD
729	810300 Int Cap Lease-Outside
730	Int Cap Lease-Outside
731	B4273 Int Exp-LTD
732	810400 Int LTD-Inside
733	AW46 Int LTD-Inside AW46
734	B4273 Int Exp-LTD
735	P56 Interest on LTD
736	
737	P57 Amort Debt Exp
738	820100 Amort Debt Disc & Exp
739	Amort Debt Disc & Exp
740	B428 Amort Debt Expense
741	820110 Amort Debt Exp Inside
742	AW46 Amort DExp Inside AW46
743	B428 Amort Debt Expense
744	P57 Amort Debt Exp
745	
746	P58 Interest on Bank Debt
747	830100 Interest STD Inside
748	AW46 Interest STD Inside
749	B4272 Int Exp-Short Term Debt
750	P58 Interest on Bank Debt

	B	C	D	E	F
701	0.00	890.00	130.00	740.00	P48
702					
703					
704	10,000.00	10,000.00	0.00	0.00	P48
705	12,500.00	35,124.18	13,590.00	21,387.50	
706					
707					
708					
709					
710	(864.00)	(1,891.00)	0.00	0.00	P50
711					
712					
713	0.00	0.00	(914.65)	(957.60)	P50
714	(864.00)	(1,891.00)	(914.65)	(957.60)	
715					
716					
717					
718					
719	926.00	2,028.00	0.00	0.00	P51
720					
721					
722	0.00	0.00	(5,098.32)	(5,337.71)	P51
723	926.00	2,028.00	(5,098.32)	(5,337.71)	
724					
725					
726					
727					
728	82,119.89	410,599.49	82,119.89	439,397.26	P56
729					
730					
731	6,653.43	38,374.97	9,558.82	44,623.73	P56
732					
733					
734	173,876.84	886,707.99	183,358.00	773,977.19	P56
735	262,650.16	1,335,682.45	275,036.71	1,257,998.18	
736					
737					
738					
739					
740	926.71	5,044.39	936.53	4,682.65	P57
741					
742					
743	1,447.29	7,761.99	1,453.29	4,868.67	P57
744	2,374.00	12,806.38	2,389.82	9,551.32	
745					
746					
747					
748					
749	21,061.77	150,888.74	40,998.00	272,979.42	P58
750	21,061.77	150,888.74	40,998.00	272,979.42	

	G	H	I
701	760200		B426
702			
703			
704	760400		B426
705			
706			
707			
708			
709			
710	780100		B40920
711			
712			
713	780113		B40920
714			
715			
716			
717			
718			
719	790100		B40920
720			
721			
722	790113		B40920
723			
724			
725			
726			
727			
728	810100		B4273
729			
730			
731	810300		B4273
732			
733			
734	810400	AW46	B4273
735			
736			
737			
738			
739			
740	820100		B428
741			
742			
743	820110	AW46	B428
744			
745			
746			
747			
748			
749	830100	AW46	B4272
750			

	A
751	
752	P59 Other Interest Exp
753	840000 Other Interest Expense
754	Other Interest Expense
755	B4275 Int Exp-Other
756	P59 Other Interest Exp
757	
758	P60 AFUDC Debt
759	850000 AFUDC Debt
760	AFUDC Debt
761	B420 AFUDC
762	P60 AFUDC Debt
763	
764	P64 Preferred Dividends
765	860100 Div Dec Pref Stk-Outside
766	Div Dec Pref Stk-Outside
767	B437 Dividends Declared - Pref
768	P64 Preferred Dividends
769	
770	P69 Common Dividends
771	860220 Div Decl Com Stk In
772	AW02 Div Decl Com Stk In-AW02
773	B438 Dividends Declared - Com
774	P69 Common Dividends
775	
776	00026 Tennessee-American Water Co.
777	

	B	C	D	E	F
751					
752					
753					
754					
755	0.00	0.00	0.00	0.00	P59
756	0.00	0.00	0.00	0.00	
757					
758					
759					
760					
761	(3,336.10)	(8,086.48)	(3,252.38)	(19,155.47)	P60
762	(3,336.10)	(8,086.48)	(3,252.38)	(19,155.47)	
763					
764					
765					
766					
767	5,756.67	28,783.33	5,760.75	28,787.43	P64
768	5,756.67	28,783.33	5,760.75	28,787.43	
769					
770					
771					
772					
773	0.00	412,627.02	0.00	0.00	P69
774	0.00	412,627.02	0.00	0.00	
775					
776	(134,983.72)	295,458.11	56,724.39	39,803.85	
777					

	G	H	I
751			
752			
753			
754			
755	840000		B4275
756			
757			
758			
759			
760			
761	850000		B420
762			
763			
764			
765			
766			
767	860100		B437
768			
769			
770			
771			
772			
773	860220	AW02	B438
774			
775			
776			
777			

	A		
1	PCDWLD		
2	83410	American Water Works Company	1
3	RT026USR	Tennessee American Water Company	05/08/08
4	NARUCAI	Analysis of Income	11:23:11
5		For the Period Ending 04/30/2008	
6			
7			
8	Description		
9	----------		
10	P02 Water Revenues		
11	401110 Res Sales Billed		
12	Res Sales Billed		
13	B4611 Metered Sales-Res		
14	401120 Res Sales Unbilled		
15	Res Sales Unbilled		
16	B4611 Metered Sales-Res		
17	401210 Com Sales Billed		
18	Com Sales Billed		
19	B4612 Metered Sales-Com		
20	401220 Com Sales Unbilled		
21	Com Sales Unbilled		
22	B4612 Metered Sales-Com		
23	401310 Ind Sales Billed		
24	Ind Sales Billed		
25	B4613 Metered Sales-Ind		
26	401320 Ind Sales Unbilled		
27	Ind Sales Unbilled		
28	B4613 Metered Sales-Ind		
29	401450 Priv Fire Billed		
30	Priv Fire Billed		
31	B4622 Private Fire Revenues		
32	401510 Pub Auth Billed		
33	Pub Auth Billed		
34	B4614 Metered Sales-OPA		
35	401520 Pub Auth Unbilled		
36	Pub Auth Unbilled		
37	B4614 Metered Sales-OPA		
38	401610 SFR Billed		
39	SFR Billed		
40	B466 Sales for Resale		
41	401620 Sales for Resale Unbilled		
42	Sales for Resale Unbilled		
43	B466 Sales for Resale		
44	401710 Misc Sales Billed		
45	Misc Sales Billed		
46	B474 Other Water Revenues		
47	401713 Misc Sales Billed Unmetered		
48	Misc Sales Billed Unmetered		
49	B474 Other Water Revenues		
50	P02 Water Revenues		

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	April	April	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	(1,227,025.83)	(4,691,869.43)	(1,043,337.61)	(4,176,308.45)	P02
14					
15					
16	78,992.62	98,459.41	(169,454.60)	(82,907.89)	P02
17					
18					
19	(935,893.26)	(3,548,508.58)	(772,537.05)	(3,117,430.08)	P02
20					
21					
22	112,721.41	99,170.93	(94,730.12)	12,185.72	P02
23					
24					
25	(375,018.36)	(1,247,050.98)	(270,915.68)	(1,115,745.71)	P02
26					
27					
28	38,391.64	67,699.06	(35,475.39)	273.47	P02
29					
30					
31	(134,832.04)	(532,989.21)	(116,116.61)	(458,324.92)	P02
32					
33					
34	(193,620.85)	(742,163.92)	(175,955.03)	(674,915.24)	P02
35					
36					
37	31,474.86	50,073.35	(8,295.25)	27,819.13	P02
38					
39					
40	(89,095.30)	(428,141.25)	(150,720.94)	(405,058.33)	P02
41					
42					
43	(920.91)	24,284.48	13,990.74	669.32	P02
44					
45					
46	(20.00)	(60.00)	(26.00)	(9.75)	P02
47					
48					
49	0.00	0.00	0.00	(42.64)	P02
50	(2,694,846.02)	(10,851,096.14)	(2,823,573.54)	(9,989,795.37)	

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	401110		B4611
14			
15			
16	401120		B4611
17			
18			
19	401210		B4612
20			
21			
22	401220		B4612
23			
24			
25	401310		B4613
26			
27			
28	401320		B4613
29			
30			
31	401450		B4622
32			
33			
34	401510		B4614
35			
36			
37	401520		B4614
38			
39			
40	401610		B466
41			
42			
43	401620		B466
44			
45			
46	401710		B474
47			
48			
49	401713		B474
50			

	A
51	
52	P04 Other Revenues
53	403001 Oth Rev-Interco-AW21
54	AW21 Oth Rev-Interco-AW21
55	B474 Other Water Revenues
56	403101 Oth Rev-Forfeited Discounts
57	Oth Rev-Forfeited Discounts
58	B470 Forfeited Discounts
59	403102 Oth Rev-Rents Water Property
60	Oth Rev-Rents Water Property
61	B472 Rents from Water Property
62	403103 Oth Rev-Collect for Others
63	Oth Rev-Collect for Others
64	B471 Misc Service Revenues
65	403104 Oth Rev-NSF Check Charge
66	Oth Rev-NSF Check Charge
67	B471 Misc Service Revenues
68	403105 Oth Rev-Appl/Initiate Serv Fee
69	Oth Rev-Appl/Initiate Serv F
70	B471 Misc Service Revenues
71	403107 Oth Rev-Reconnection Charges
72	Oth Rev-Reconnection Charges
73	B471 Misc Service Revenues
74	P04 Other Revenues
75	
76	P08 Labor
77	501200 Labor
78	12 Labor Oper P
79	B6011 Salaries-Empl Oper SS
80	13 Labor Oper WT
81	B6013 Salaries-Empl Oper WT
82	14 Labor Oper TD
83	B6015 Salaries-Empl Oper TD
84	1405 Labor Oper TD Super/Eng
85	B6015 Salaries-Empl Oper TD
86	1420 Labor Oper TD Meter
87	B6015 Salaries-Empl Oper TD
88	1510 Labor Oper CA Mtr Read
89	B6017 Salaries-Empl CA
90	16 Labor Oper AG
91	B6018 Salaries-Empl AG
92	2405 Labor Maint TD Super/Eng
93	B6016 Salaries-Empl Maint TD
94	2420 Labor Maint TD Mains
95	B6016 Salaries-Empl Maint TD
96	2430 Labor Maint TD Services
97	B6016 Salaries-Empl Maint TD
98	2435 Labor Maint TD Meters
99	B6016 Salaries-Empl Maint TD
100	2440 Labor Maint TD Hydrants

	B	C	D	E	F
51					
52					
53					
54					
55	(3,251.34)	(17,494.80)	0.00	0.00	P04
56					
57					
58	(26,621.86)	(113,143.82)	(21,958.25)	(92,127.68)	P04
59					
60					
61	(10,280.62)	(41,122.48)	(10,034.82)	(39,791.63)	P04
62					
63					
64	(29,308.77)	(125,825.37)	(33,997.08)	(142,710.51)	P04
65					
66					
67	(1,860.00)	(8,180.00)	(1,620.00)	(8,320.00)	P04
68					
69					
70	(25,191.30)	(86,740.00)	(25,475.00)	(98,015.00)	P04
71					
72					
73	(17,160.00)	(67,386.00)	(13,035.00)	(54,895.00)	P04
74	(113,673.89)	(459,892.47)	(106,120.15)	(435,859.82)	
75					
76					
77					
78					
79	100,889.10	411,044.68	94,426.44	413,022.35	P08
80					
81	0.00	0.00	0.00	189.04	P08
82					
83	10,160.64	40,977.99	9,983.50	40,531.64	P08
84					
85	8,955.43	36,118.79	7,241.39	33,106.85	P08
86					
87	24,749.55	97,427.77	19,185.65	93,817.68	P08
88					
89	29,084.45	122,058.20	34,703.58	148,602.27	P08
90					
91	131,346.70	500,823.97	104,234.56	330,632.57	P08
92					
93	5,522.87	21,044.00	4,544.59	19,789.94	P08
94					
95	42,067.76	190,004.32	43,763.11	253,272.80	P08
96					
97	16,233.21	87,246.86	18,420.33	85,782.97	P08
98					
99	6,811.52	26,744.86	10,449.12	35,675.41	P08
100					

	G	H	I
51			
52			
53			
54			
55	403001	AW21	B474
56			
57			
58	403101		B470
59			
60			
61	403102		B472
62			
63			
64	403103		B471
65			
66			
67	403104		B471
68			
69			
70	403105		B471
71			
72			
73	403107		B471
74			
75			
76			
77			
78			
79	501200	12	B6011
80			
81	501200	13	B6013
82			
83	501200	14	B6015
84			
85	501200	1405	B6015
86			
87	501200	1420	B6015
88			
89	501200	1510	B6017
90			
91	501200	16	B6018
92			
93	501200	2405	B6016
94			
95	501200	2420	B6016
96			
97	501200	2430	B6016
98			
99	501200	2435	B6016
100			

	A
101	B6016 Salaries-Empl Maint TD
102	501711 IP-Off-Annual-P/R JE
103	IP-Off-Annual-P/R JE
104	B6018 Salaries-Empl AG
105	16 Incen Plan-Off-Annual
106	B6018 Salaries-Empl AG
107	501712 Incen Plan-Off-Long Term
108	16 Incen Plan-Off-Long Term
109	B6018 Salaries-Empl AG
110	P08 Labor
111	
112	P09 Purchased Water
113	510100 Purchased Water-Outside
114	11 Purchased Water-Outside
115	B6101 Purchased Water Oper SS
116	P09 Purchased Water
117	
118	P10 Fuel & Power
119	515100 Purch Power
120	12 Purch Power P
121	B6151 Purch Power Oper SS
122	14 Purch Power TD
123	B6155 Purch Power Oper TD
124	515200 Fuel for Power Prod SS
125	11 Fuel for Power Prod SS
126	B6161 Purch Fuel Oper SS
127	P10 Fuel & Power
128	
129	P11 Chemicals
130	518000 Chemicals WT
131	13 Chemicals WT
132	B6183 Chemicals Oper WT
133	518001 Chemicals WT Carbon Lease
134	13 Chemicals WT Carbon Lease
135	B6183 Chemicals Oper WT
136	P11 Chemicals
137	
138	P12 Waste Disposal
139	511100 Waste Disposal Exp WT
140	13 Waste Disposal Exp WT
141	B6753 Misc Exp Oper WT
142	P12 Waste Disposal
143	
144	P13 Management Fees-Corporate
145	534214 Mgmt Fees-Bus Chg Costs
146	16 Mgmt Fees-Bus Chg Costs
147	B6348 Cont Serv Mgmt Fee AG
148	534600 Mmgt Fees-Corporate
149	16 Mmgt Fees-Corporate
150	B6358 Cont Serv Other AG

	B	C	D	E	F
101	4,583.28	15,451.85	5,631.60	19,842.16	P08
102					
103					
104	13,257.05	57,988.21	10,930.40	10,759.10	P08
105					
106	0.00	0.00	0.00	0.00	P08
107					
108					
109	191.00	587.00	0.00	0.00	P08
110	393,852.56	1,607,518.50	363,514.27	1,485,024.78	
111					
112					
113					
114					
115	2,421.85	8,740.65	2,235.63	11,473.50	P09
116	2,421.85	8,740.65	2,235.63	11,473.50	
117					
118					
119					
120					
121	178,686.48	710,081.98	186,721.43	624,787.15	P10
122					
123	200.76	809.91	206.11	1,153.29	P10
124					
125					
126	0.00	0.00	0.00	1,377.41	P10
127	178,887.24	710,891.89	186,927.54	627,317.85	
128					
129					
130					
131					
132	75,750.64	324,108.76	79,181.39	330,350.51	P11
133					
134					
135	7,746.05	15,964.69	0.00	22,437.60	P11
136	83,496.69	340,073.45	79,181.39	352,788.11	
137					
138					
139					
140					
141	19,420.51	82,279.53	23,342.44	75,041.98	P12
142	19,420.51	82,279.53	23,342.44	75,041.98	
143					
144					
145					
146					
147	0.00	0.00	0.00	0.00	P13
148					
149					
150	83,414.67	306,492.59	223,487.01	870,376.68	P13

	G	H	I
101	501200	2440	B6016
102			
103			
104	501711		B6018
105			
106	501711	16	B6018
107			
108			
109	501712	16	B6018
110			
111			
112			
113			
114			
115	510100	11	B6101
116			
117			
118			
119			
120			
121	515100	12	B6151
122			
123	515100	14	B6155
124			
125			
126	515200	11	B6161
127			
128			
129			
130			
131			
132	518000	13	B6183
133			
134			
135	518001	13	B6183
136			
137			
138			
139			
140			
141	511100	13	B6753
142			
143			
144			
145			
146			
147	534214	16	B6348
148			
149			
150	534600	16	B6358

	A
151	534615 SSC-Shrd Bus Srv Fees
152	16 SSC-Shrd Bus Srv Fees
153	B6358 Cont Serv Other AG
154	534620 Mmgt Fees Bsn Change-Corp
155	16 Mmgt Fees Bsn Change-Corp
156	B6358 Cont Serv Other AG
157	534625 CSC-Shrd Bus Srv Fees
158	16 CSC-Shrd Bus Srv Fees
159	B6358 Cont Serv Other AG
160	534635 ITS-Shrd Bus Srv Fees
161	16 ITS-Shrd Bus Srv Fees
162	B6358 Cont Serv Other AG
163	534645 Procure-Shrd Bus Srv Fees
164	16 Procure-Shrd Bus Srv Fees
165	B6358 Cont Serv Other AG
166	534650 Mmgt Fees P13880-Corp
167	16 Mmgt Fees P13880-Corp
168	B6358 Cont Serv Other AG
169	534655 Lab-Shrd Bus Srv Fees
170	16 Lab-Shrd Bus Srv Fees
171	B6358 Cont Serv Other AG
172	534665 BSC-Shrd Bus Srv Fees
173	16 BSC-Shrd Bus Srv Fees
174	B6358 Cont Serv Other AG
175	534700 Mmgt Fees-Region
176	16 Mmgt Fees-Region
177	B6358 Cont Serv Other AG
178	534720 Mmgt Fees Bsn Change-Region
179	16 Mmgt Fees Bsn Change-Region
180	B6358 Cont Serv Other AG
181	534750 Mmgt Fees P13880-Region
182	16 Mmgt Fees P13880-Region
183	B6358 Cont Serv Other AG
184	P13 Management Fees-Corporate
185	
186	P14 Group Insurance
187	504100 Group Insurance
188	001 Group Insurance - Cap Credit
189	Not applicable
190	16 Group Ins Oper AG
191	B6048 Empl Pens & Ben AG
192	505100 PBOP
193	001 PBOP Cap Credits
194	Not applicable
195	16 PBOP Oper AG
196	B6048 Empl Pens & Ben AG
197	P14 Group Insurance
198	
199	P15 Pensions
200	506100 Pension

	B	C	D	E	F
151					
152					
153	35,798.30	145,154.36	0.00	0.00	P13
154					
155					
156	1,010.29	14,968.26	379.52	385.80	P13
157					
158					
159	91,881.99	364,116.26	0.00	0.00	P13
160					
161					
162	76,569.49	254,197.25	0.00	0.00	P13
163					
164					
165	4,478.44	17,907.31	0.00	0.00	P13
166					
167					
168	27,928.64	162,544.48	65,586.28	266,224.01	P13
169					
170					
171	12,362.52	45,434.00	0.00	0.00	P13
172					
173					
174	2,017.31	8,260.71	0.00	0.00	P13
175					
176					
177	94,496.85	417,605.31	101,237.58	407,846.97	P13
178					
179					
180	545.20	2,214.59	0.00	0.00	P13
181					
182					
183	39.54	3,439.63	2,612.18	10,289.54	P13
184	430,543.24	1,742,334.75	393,302.57	1,555,123.00	
185					
186					
187					
188					
189	(20,122.79)	(113,707.83)	0.00	0.00	P14
190					
191	100,692.49	440,347.19	79,278.61	305,427.33	P14
192					
193					
194	(8,480.72)	(30,746.25)	0.00	0.00	P14
195					
196	70,458.50	281,834.00	61,596.59	244,025.17	P14
197	142,547.48	577,727.11	140,875.20	549,452.50	
198					
199					
200					

	G	H	I
151			
152			
153	534615	16	B6358
154			
155			
156	534620	16	B6358
157			
158			
159	534625	16	B6358
160			
161			
162	534635	16	B6358
163			
164			
165	534645	16	B6358
166			
167			
168	534650	16	B6358
169			
170			
171	534655	16	B6358
172			
173			
174	534665	16	B6358
175			
176			
177	534700	16	B6358
178			
179			
180	534720	16	B6358
181			
182			
183	534750	16	B6358
184			
185			
186			
187			
188			
189	504100	1	
190			
191	504100	16	B6048
192			
193			
194	505100	1	
195			
196	505100	16	B6048
197			
198			
199			
200			

	A
201	001 Pension - Cap Credits
202	Not applicable
203	16 Pension Oper AG
204	B6048 Empl Pens & Ben AG
205	P15 Pensions
206	
207	P16 Regulatory Expense
208	566100 Reg Comm Amort Rate Case
209	16 Reg Comm Amort Rate Case
210	B6668 Reg Exp-Rate Case
211	566200 Reg Comm Amort Depr Study
212	16 Reg Comm Amort Depr Study
213	B6678 Reg Exp-Other AG
214	566700 Regulatory Comm Exp-Other
215	16 Reg Comm Other Oper AG
216	B6678 Reg Exp-Other AG
217	P16 Regulatory Expense
218	
219	P17 Ins Other Than Group
220	557000 Insurance General Liab
221	16 Ins Gen Liab Oper AG
222	B6578 Ins Gen Liab AG
223	558000 Insurance Workman's Comp
224	001 Ins Work Comp Cap Credits
225	Not applicable
226	16 Ins Work Comp AG
227	B6588 Ins Work Comp AG
228	559000 Insurance Other
229	16 Ins Other Oper AG
230	B6598 Ins Other AG
231	P17 Ins Other Than Group
232	
233	P18 Customer Accounting
234	520100 M & S Oper CA
235	15 M & S Oper CA
236	B6207 M&S CA
237	570100 Uncollectible Accounts
238	15 Uncollectible Accounts
239	B6707 Bad Debt Expense
240	16 Uncollectible Accts-MI's
241	B6707 Bad Debt Expense
242	575000 Misc Oper CA
243	15 Misc Oper CA
244	B6757 Misc Exp CA
245	1520 Misc Oper CA Cust Serv
246	B6757 Misc Exp CA
247	575100 Bank Service Charges CA
248	15 Bank Service Charges CA
249	B6757 Misc Exp CA
250	575200 Collection Agencies CA

	B	C	D	E	F
201					
202	(14,302.44)	(50,908.78)	0.00	0.00	P15
203					
204	133,724.33	559,634.32	62,210.89	245,828.91	P15
205	119,421.89	508,725.54	62,210.89	245,828.91	
206					
207					
208					
209					
210	11,888.89	67,560.06	10,002.25	40,009.00	P16
211					
212					
213	920.41	3,681.64	514.30	2,057.20	P16
214					
215					
216	(17,260.14)	(45,795.70)	0.00	0.00	P16
217	(4,450.84)	25,446.00	10,516.55	42,066.20	
218					
219					
220					
221					
222	30,454.55	54,569.72	27,772.25	75,967.76	P17
223					
224					
225	(3,644.36)	(12,109.33)	0.00	0.00	P17
226					
227	16,195.80	71,157.05	11,645.38	45,621.42	P17
228					
229					
230	2,252.36	9,092.86	8,410.44	28,321.18	P17
231	45,258.35	122,710.30	47,828.07	149,910.36	
232					
233					
234					
235					
236	0.00	663.32	0.00	350.38	P18
237					
238					
239	30,233.66	110,047.68	2,599.56	83,328.22	P18
240					
241	5,936.62	5,936.62	0.00	(15,707.95)	P18
242					
243					
244	(161.61)	(76.50)	0.00	(150.00)	P18
245					
246	0.00	617.88	0.00	0.00	P18
247					
248					
249	10,720.00	82,584.35	17,304.69	72,451.25	P18
250					

	G	H	I
201			
202	506100	1	
203			
204	506100	16	B6048
205			
206			
207			
208			
209			
210	566100	16	B6668
211			
212			
213	566200	16	B6678
214			
215			
216	566700	16	B6678
217			
218			
219			
220			
221			
222	557000	16	B6578
223			
224			
225	558000	1	
226			
227	558000	16	B6588
228			
229			
230	559000	16	B6598
231			
232			
233			
234			
235			
236	520100	15	B6207
237			
238			
239	570100	15	B6707
240			
241	570100	16	B6707
242			
243			
244	575000	15	B6757
245			
246	575000	1520	B6757
247			
248			
249	575100	15	B6757
250			

	A
251	15 Collection Agencies CA
252	B6757 Misc Exp CA
253	575420 Forms CA
254	15 Forms CA
255	B6757 Misc Exp CA
256	575660 Postage CA
257	15 Postage CA
258	B6757 Misc Exp CA
259	575740 Telephone CA
260	15 Telephone CA
261	B6757 Misc Exp CA
262	575743 Wireless Serv 1st CA
263	15 Wireless Serv 1st CA
264	B6757 Misc Exp CA
265	575820 Uniforms CA
266	15 Uniforms CA
267	B6757 Misc Exp CA
268	P18 Customer Accounting
269	
270	P19 Rents
271	541000 Rents-Real Property
272	14 Rents-Real Prop Oper TD
273	B6415 Rents-Real Prop Oper TD
274	16 Rents-Real Prop Oper AG
275	B6418 Rents-Real Prop AG
276	541400 Rents-Equipment
277	15 Rents-Equipment Oper CA
278	B6427 Rents-Equipment CA
279	16 Rents-Equipment Oper AG
280	B6428 Rents-Equipment AG
281	P19 Rents
282	
283	P20 General Office Exp
284	520100 M & S Oper AG
285	16 M & S Oper AG
286	B6208 M&S AG
287	575002 Misc General Office
288	16 Misc General Office
289	B6758 Misc Exp AG
290	575100 Bank Service Charges AG
291	16 Bank Service Charges AG
292	B6758 Misc Exp AG
293	575260 Credit Line Fees
294	16 Credit Line Fees
295	B6758 Misc Exp AG
296	575261 Credit Line Fees AW46
297	AW46 Credit Line Fees AW46
298	B6758 Misc Exp AG
299	16 Credit Line Fees In
300	B6758 Misc Exp AG

	B	C	D	E	F
251					
252	1,467.89	7,487.00	1,394.92	6,852.29	P18
253					
254					
255	8,156.31	36,407.81	7,251.92	36,100.82	P18
256					
257					
258	26,764.59	106,686.42	23,486.41	97,004.89	P18
259					
260					
261	0.54	1.88	0.00	2.28	P18
262					
263					
264	614.04	2,623.86	680.30	2,721.50	P18
265					
266					
267	88.75	451.35	575.12	2,207.67	P18
268	83,820.79	353,431.67	53,292.92	285,161.35	
269					
270					
271					
272					
273	75.00	150.00	75.00	150.00	P19
274					
275	0.00	1,169.00	0.00	1,124.00	P19
276					
277					
278	349.82	529.35	1,054.42	1,716.59	P19
279					
280	(223.71)	(22.58)	2,841.63	8,117.78	P19
281	201.11	1,825.77	3,971.05	11,108.37	
282					
283					
284					
285					
286	1,200.57	5,119.55	372.35	2,021.82	P20
287					
288					
289	0.00	0.00	31.18	31.18	P20
290					
291					
292	0.00	1,068.86	0.00	2,460.81	P20
293					
294					
295	58.29	233.16	94.72	378.88	P20
296					
297					
298	2,330.12	7,881.58	0.00	0.00	P20
299					
300	0.00	0.00	6,128.66	14,643.29	P20

	G	H	I
251			
252	575200	15	B6757
253			
254			
255	575420	15	B6757
256			
257			
258	575660	15	B6757
259			
260			
261	575740	15	B6757
262			
263			
264	575743	15	B6757
265			
266			
267	575820	15	B6757
268			
269			
270			
271			
272			
273	541000	14	B6415
274			
275	541000	16	B6418
276			
277			
278	541400	15	B6427
279			
280	541400	16	B6428
281			
282			
283			
284			
285			
286	520100	16	B6208
287			
288			
289	575002	16	B6758
290			
291			
292	575100	16	B6758
293			
294			
295	575260	16	B6758
296			
297			
298	575261	AW46	B6758
299			
300	575261	16	B6758

	A
301	575280 Dues/Membership Deduct
302	16 Dues/Membership Deduct
303	B6758 Misc Exp AG
304	575320 Electricity AG
305	16 Electricity AG
306	B6758 Misc Exp AG
307	575340 Empl Exp AG-P/R JE
308	16 Employee Expenses AG
309	B6758 Misc Exp AG
310	575342 Empl Exp Conf/Registration AG
311	16 Empl Exp Conf/Registration A
312	B6758 Misc Exp AG
313	575350 Meals Deduct-P/R JE
314	16 Meals Deduct
315	B6758 Misc Exp AG
316	575351 Meals Non Deduct
317	16 Meals Non Deduct
318	B6758 Misc Exp AG
319	575480 Heat - Oil/Gas AG
320	16 Heat - Oil/Gas AG
321	B6758 Misc Exp AG
322	575500 Janitorial AG
323	16 Janitorial AG
324	B6758 Misc Exp AG
325	575620 Office & Admin Supplies AG
326	16 Office & Admin Supplies AG
327	B6758 Misc Exp AG
328	575660 Postage AG
329	16 Postage AG
330	B6758 Misc Exp AG
331	575670 Relocation Expenses
332	16 Relocation Expenses
333	B6758 Misc Exp AG
334	575740 Telephone AG
335	16 Telephone AG
336	B6758 Misc Exp AG
337	575741 Cell Phone AG
338	16 Cell Phone AG
339	B6758 Misc Exp AG
340	575830 Wtr & Waste Wtr Exp AG
341	16 Wtr & Waste Wtr Exp AG
342	B6758 Misc Exp AG
343	P20 General Office Exp
344	
345	P21 Miscellaneous
346	504500 Other Welfare Expense
347	16 Other Welf Oper AG
348	B6048 Empl Pens & Ben AG
349	504610 Employee Awards AG
350	16 Employee Awards AG

	B	C	D	E	F
301					
302					
303	0.00	260.00	0.00	230.00	P20
304					
305					
306	2,460.71	7,572.40	1,900.05	6,230.85	P20
307					
308					
309	1,319.25	12,186.20	263.27	3,102.85	P20
310					
311					
312	340.00	1,935.00	0.00	0.00	P20
313					
314					
315	908.65	1,693.39	502.70	366.54	P20
316					
317					
318	908.68	1,693.48	502.73	366.60	P20
319					
320					
321	400.54	4,410.48	(298.07)	2,056.64	P20
322					
323					
324	398.75	1,595.00	398.75	1,595.00	P20
325					
326					
327	1,737.30	2,921.82	236.91	1,035.30	P20
328					
329					
330	222.88	822.46	237.18	766.68	P20
331					
332					
333	1,485.00	1,485.00	0.00	0.00	P20
334					
335					
336	3,462.81	13,553.30	3,539.87	13,674.89	P20
337					
338					
339	3,268.27	14,645.18	2,755.06	8,069.66	P20
340					
341					
342	457.58	1,297.66	0.00	610.47	P20
343	20,959.40	80,374.52	16,665.36	57,641.46	
344					
345					
346					
347					
348	0.00	296.37	0.00	445.65	P21
349					
350					

	G	H	I
301			
302			
303	575280	16	B6758
304			
305			
306	575320	16	B6758
307			
308			
309	575340	16	B6758
310			
311			
312	575342	16	B6758
313			
314			
315	575350	16	B6758
316			
317			
318	575351	16	B6758
319			
320			
321	575480	16	B6758
322			
323			
324	575500	16	B6758
325			
326			
327	575620	16	B6758
328			
329			
330	575660	16	B6758
331			
332			
333	575670	16	B6758
334			
335			
336	575740	16	B6758
337			
338			
339	575741	16	B6758
340			
341			
342	575830	16	B6758
343			
344			
345			
346			
347			
348	504500	16	B6048
349			
350			

	A
351	B6048 Empl Pens & Ben AG
352	504620 Employee Physical Exam AG
353	16 Employee Physical Exam AG
354	B6048 Empl Pens & Ben AG
355	504660 Tuition Aid AG
356	16 Tuition Aid AG
357	B6048 Empl Pens & Ben AG
358	504670 Training AG
359	16 Training AG
360	B6048 Empl Pens & Ben AG
361	507100 401k
362	16 401k Oper AG
363	B6048 Empl Pens & Ben AG
364	508101 DCP
365	16 DCP Oper AG
366	B6048 Empl Pens & Ben AG
367	508102 Retiree Med Reimb
368	16 Retiree Med Oper AG
369	B6048 Empl Pens & Ben AG
370	520100 M & S Oper WT
371	13 M & S Oper WT
372	B6203 M&S Oper WT
373	14 M & S Oper TD
374	B6205 M&S Oper TD
375	532000 Contract Svc-Accounting
376	16 Contr Svc-Acctg Oper AG
377	B6328 Cont Serv Acct AG
378	533000 Contract Svc-Legal
379	16 Contr Svc-Legal Oper AG
380	B6338 Cont Serv Legal AG
381	535000 Contract Svc-Other
382	13 Contr Svc-Other Oper WT
383	B6353 Cont Serv Other Oper WT
384	14 Contr Svc-Other Oper TD
385	B6355 Cont Serv Other Oper TD
386	16 Contr Svc-Other Oper AG
387	B6358 Cont Serv Other AG
388	535001 Contr Svc-Temp Empl Oper AG
389	16 Contr Svc-Temp Empl Oper AG
390	B6358 Cont Serv Other AG
391	550000 Transportation
392	001 Trans - Cap Credits
393	Not applicable
394	14 Trans Oper TD
395	B6505 Transportation Oper TD
396	15 Trans Oper CA
397	B6507 Transportation CA
398	16 Trans Oper AG
399	B6508 Transportation AG
400	24 Transport Maint TD

	B	C	D	E	F
351	386.82	4,959.83	241.96	2,166.43	P21
352					
353					
354	1,178.00	1,291.00	214.00	329.00	P21
355					
356					
357	0.00	3,887.00	2,195.00	3,951.00	P21
358					
359					
360	111.54	1,756.54	110.00	844.90	P21
361					
362					
363	8,104.92	32,402.67	7,049.76	28,499.00	P21
364					
365					
366	6,292.14	25,225.20	4,986.76	21,803.97	P21
367					
368					
369	335.10	1,517.73	291.69	1,125.36	P21
370					
371					
372	6,749.45	26,109.32	1,780.46	10,183.44	P21
373					
374	2,322.93	6,372.16	1,478.35	5,427.79	P21
375					
376					
377	3,784.00	15,166.00	2,989.00	12,142.00	P21
378					
379					
380	11,837.41	(1,006.25)	(4,221.02)	26,549.63	P21
381					
382					
383	6,426.24	7,621.11	272.20	1,793.60	P21
384					
385	8,046.72	32,740.43	4,514.64	42,305.02	P21
386					
387	3,266.23	17,420.70	4,370.12	19,585.50	P21
388					
389					
390	0.00	2,700.00	0.00	0.00	P21
391					
392					
393	(6,363.33)	(24,292.46)	0.00	0.00	P21
394					
395	0.00	0.00	0.00	10.93	P21
396					
397	0.00	0.00	0.00	429.39	P21
398					
399	3,181.94	13,887.84	(5,706.48)	(11,467.37)	P21
400					

	G	H	I
351	504610	16	B6048
352			
353			
354	504620	16	B6048
355			
356			
357	504660	16	B6048
358			
359			
360	504670	16	B6048
361			
362			
363	507100	16	B6048
364			
365			
366	508101	16	B6048
367			
368			
369	508102	16	B6048
370			
371			
372	520100	13	B6203
373			
374	520100	14	B6205
375			
376			
377	532000	16	B6328
378			
379			
380	533000	16	B6338
381			
382			
383	535000	13	B6353
384			
385	535000	14	B6355
386			
387	535000	16	B6358
388			
389			
390	535001	16	B6358
391			
392			
393	550000	1	
394			
395	550000	14	B6505
396			
397	550000	15	B6507
398			
399	550000	16	B6508
400			

	A
401	B6506 Transportation Maint TD
402	550001 Trans Oper AG Lease Cost
403	16 Trans Oper AG Lease Cost
404	B6508 Transportation AG
405	550002 Trans Oper AG Lease Fuel
406	16 Trans Oper AG Lease Fuel
407	B6508 Transportation AG
408	550003 Trans Oper AG Lease Maint
409	16 Trans Oper AG Lease Maint
410	B6508 Transportation AG
411	556000 Insurance Vehicle
412	16 Ins Vehicle Oper AG
413	B6568 Ins Vehicle AG
414	575000 Misc Oper WT
415	13 Misc Oper WT
416	B6753 Misc Exp Oper WT
417	14 Misc Oper TD
418	B6755 Misc Exp Oper TD
419	16 Misc Oper AG
420	B6758 Misc Exp AG
421	575030 Advertising
422	16 Advertising
423	B6608 Advertising AG
424	575130 Brochures and Handouts
425	16 Brochures and Handouts
426	B6758 Misc Exp AG
427	575242 Co Dues Deduct AWWA
428	16 Co Dues Deduct AWWA
429	B6758 Misc Exp AG
430	575270 Directors Fees
431	16 Directors Fees
432	B6758 Misc Exp AG
433	575275 Discounts Available
434	16 Discounts Available
435	B6758 Misc Exp AG
436	575320 Electricity WT
437	13 Electricity WT
438	B6753 Misc Exp Oper WT
439	14 Electricity TD
440	B6755 Misc Exp Oper TD
441	575400 Bus Servies Proj Exp
442	16 Bus Servies Proj Exp
443	B6758 Misc Exp AG
444	575480 Heat - Oil/Gas WT
445	13 Heat - Oil/Gas WT
446	B6753 Misc Exp Oper WT
447	14 Heat - Oil/Gas TD
448	B6755 Misc Exp Oper TD
449	575490 Injuries and Damages
450	16 Injuries and Damages

	B	C	D	E	F
401	830.43	4,181.51	69.81	646.27	P21
402					
403					
404	1,478.65	5,872.91	3,426.42	33,859.93	P21
405					
406					
407	23,631.28	90,838.35	16,697.35	64,112.20	P21
408					
409					
410	11,120.08	57,679.00	12,151.55	59,183.40	P21
411					
412					
413	2,576.91	10,828.38	0.00	0.00	P21
414					
415					
416	1,052.33	4,165.37	1,039.07	10,647.95	P21
417					
418	3,932.09	13,453.63	3,331.10	13,417.08	P21
419					
420	(221.08)	19,302.36	2,441.31	(37,859.68)	P21
421					
422					
423	3,638.30	8,499.39	5,876.57	24,971.21	P21
424					
425					
426	319.53	726.10	0.00	208.03	P21
427					
428					
429	580.42	6,846.68	553.75	2,870.00	P21
430					
431					
432	2,000.00	4,000.00	2,000.00	4,000.00	P21
433					
434					
435	(365.45)	(1,383.08)	(420.57)	(1,523.12)	P21
436					
437					
438	3,839.23	17,290.42	3,413.45	16,028.07	P21
439					
440	724.61	5,239.94	968.65	4,311.03	P21
441					
442					
443	11,239.33	44,957.32	11,239.33	44,957.32	P21
444					
445					
446	233.31	4,183.17	685.17	5,556.73	P21
447					
448	147.45	2,605.49	659.71	3,024.77	P21
449					
450					

	G	H	I
401	550000	24	B6506
402			
403			
404	550001	16	B6508
405			
406			
407	550002	16	B6508
408			
409			
410	550003	16	B6508
411			
412			
413	556000	16	B6568
414			
415			
416	575000	13	B6753
417			
418	575000	14	B6755
419			
420	575000	16	B6758
421			
422			
423	575030	16	B6608
424			
425			
426	575130	16	B6758
427			
428			
429	575242	16	B6758
430			
431			
432	575270	16	B6758
433			
434			
435	575275	16	B6758
436			
437			
438	575320	13	B6753
439			
440	575320	14	B6755
441			
442			
443	575400	16	B6758
444			
445			
446	575480	13	B6753
447			
448	575480	14	B6755
449			
450			

	A
451	B6758 Misc Exp AG
452	575500 Janitorial WT
453	13 Janitorial WT
454	B6753 Misc Exp Oper WT
455	14 Janitorial TD
456	B6755 Misc Exp Oper TD
457	575545 Lab Supplies WT
458	13 Lab Supplies WT
459	B6753 Misc Exp Oper WT
460	575560 Lobbying Expenses
461	16 Lobbying Expenses
462	B6758 Misc Exp AG
463	575620 Office & Admin Supplies SS
464	11 Office & Admin Supplies SS
465	B6751 Misc Exp Oper SS
466	14 Office & Admin Supplies TD
467	B6755 Misc Exp Oper TD
468	575625 Overnight Shipping AG
469	16 Overnight Shipping AG
470	B6758 Misc Exp AG
471	575640 Penalties Nondeduct
472	16 Penalties Nondeduct
473	B6758 Misc Exp AG
474	575680 Research & Development Exp
475	16 Research & Development Exp
476	B6758 Misc Exp AG
477	575710 Security Service AG
478	16 Security Service AG
479	B6758 Misc Exp AG
480	575715 Software Licenses & Support
481	16 Software Licenses & Support
482	B6758 Misc Exp AG
483	575740 Telephone WT
484	13 Telephone WT
485	B6753 Misc Exp Oper WT
486	14 Telephone TD
487	B6755 Misc Exp Oper TD
488	575780 Trash Removal WT
489	13 Trash Removal WT
490	B6753 Misc Exp Oper WT
491	14 Trash Removal TD
492	B6755 Misc Exp Oper TD
493	575790 Trustee Fees AG
494	16 Trustee Fees AG
495	B6758 Misc Exp AG
496	575820 Uniforms WT
497	13 Uniforms WT
498	B6753 Misc Exp Oper WT
499	14 Uniforms TD
500	B6755 Misc Exp Oper TD

	B	C	D	E	F
451	190.75	2,102.45	1,700.00	1,384.15	P21
452					
453					
454	797.50	3,190.00	797.50	3,190.00	P21
455					
456	398.75	1,595.00	398.75	1,595.00	P21
457					
458					
459	1,756.46	7,831.41	3,113.41	7,337.25	P21
460					
461					
462	0.00	300.00	0.00	15,601.20	P21
463					
464					
465	22.37	22.37	0.00	0.00	P21
466					
467	75.05	484.76	222.60	1,003.33	P21
468					
469					
470	437.38	986.72	201.11	1,048.18	P21
471					
472					
473	0.00	15,460.93	9,644.07	11,864.07	P21
474					
475					
476	965.77	3,863.08	3,019.88	3,716.71	P21
477					
478					
479	13,628.02	55,700.54	14,155.41	60,139.29	P21
480					
481					
482	789.43	1,687.55	578.54	1,197.49	P21
483					
484					
485	3,171.12	13,241.45	671.30	9,541.28	P21
486					
487	2,065.25	8,059.29	441.63	6,426.10	P21
488					
489					
490	136.29	1,067.45	181.84	1,424.31	P21
491					
492	102.64	301.93	96.33	385.65	P21
493					
494					
495	507.38	507.38	0.00	(70.00)	P21
496					
497					
498	(72.50)	2,585.42	544.62	1,678.83	P21
499					
500	83.10	83.10	0.00	0.00	P21

	G	H	I
451	575490	16	B6758
452			
453			
454	575500	13	B6753
455			
456	575500	14	B6755
457			
458			
459	575545	13	B6753
460			
461			
462	575560	16	B6758
463			
464			
465	575620	11	B6751
466			
467	575620	14	B6755
468			
469			
470	575625	16	B6758
471			
472			
473	575640	16	B6758
474			
475			
476	575680	16	B6758
477			
478			
479	575710	16	B6758
480			
481			
482	575715	16	B6758
483			
484			
485	575740	13	B6753
486			
487	575740	14	B6755
488			
489			
490	575780	13	B6753
491			
492	575780	14	B6755
493			
494			
495	575790	16	B6758
496			
497			
498	575820	13	B6753
499			
500	575820	14	B6755

	A
501	575998 PCard Undistributed
502	16 PCard Undistributed
503	B6751 Misc Exp Oper SS
504	P21 Miscellaneous
505	
506	P25 Maintenance Expense
507	620000 Material and Supplies
508	21 Mat and Sup Maint SS
509	B6202 M&S Maint SS
510	23 Mat and Sup Maint WT
511	B6204 M&S Maint WT
512	24 Mat and Sup Maint TD
513	B6206 M&S Maint TD
514	26 Mat and Sup Maint AG
515	B6208 M&S AG
516	635000 Contr Svc-Other Maint WT
517	23 Contr Svc-Other Maint WT
518	B6354 Cont Serv Other Maint WT
519	24 Contr Svc-Other Maint TD
520	B6356 Cont Serv Other Maint TD
521	26 Contr Svc-Other Maint AG
522	B6358 Cont Serv Other AG
523	675000 Misc Maint TD
524	24 Misc Maint TD
525	B6756 Misc Exp Maint TD
526	2410 Misc Maint TD Struct & Imp
527	B6756 Misc Exp Maint TD
528	2435 Misc Maint TD Meters
529	B6756 Misc Exp Maint TD
530	26 Misc Maint AG
531	B6758 Misc Exp AG
532	675110 Maint Exp ARO/Net Neg Sal AG
533	Maint Exp ARO/Net Neg Sal AG
534	B403 Depreciation Exp
535	26 Maint Exp ARO/Net Neg Sal AG
536	B403 Depreciation Exp
537	675450 Office Equipment AG
538	26 Office Equipment AG
539	B6758 Misc Exp AG
540	675650 Paving/Backfill TD
541	24 Paving/Backfill TD
542	B6756 Misc Exp Maint TD
543	P25 Maintenance Expense
544	
545	P27 Depreciation
546	680110 Depr Exp-General
547	Depr Exp-General
548	B403 Depreciation Exp
549	680120 Depr Exp-Amort CIAC Tax
550	Depr Exp-Amort CIAC Tax

	B	C	D	E	F
501					
502					
503	110.63	36.10	(9.83)	0.00	P21
504	147,582.92	586,449.06	120,456.27	541,999.27	
505					
506					
507					
508					
509	13,172.29	48,470.50	6,047.31	32,267.51	P25
510					
511	3,458.82	11,683.82	7,889.11	17,842.80	P25
512					
513	19,509.81	88,634.61	10,306.89	100,328.72	P25
514					
515	436.76	562.63	0.00	(8.65)	P25
516					
517					
518	7,982.75	18,381.56	0.00	0.00	P25
519					
520	0.00	0.00	1,109.82	1,987.03	P25
521					
522	0.00	0.00	130.90	1,943.36	P25
523					
524					
525	0.00	160.60	0.00	0.00	P25
526					
527	0.00	395.46	0.00	0.00	P25
528					
529	973.62	5,274.24	2,380.29	5,293.69	P25
530					
531	5,954.15	25,082.94	4,623.89	19,834.15	P25
532					
533					
534	0.00	0.00	27,864.90	27,864.90	P25
535					
536	33,991.54	135,234.49	0.00	111,767.87	P25
537					
538					
539	0.00	181.19	0.00	0.00	P25
540					
541					
542	(7,158.45)	27,060.90	9,920.66	82,037.32	P25
543	78,321.29	361,122.94	70,273.77	401,158.70	
544					
545					
546					
547					
548	399,365.22	1,593,671.48	409,214.03	1,507,777.36	P27
549					
550					

	G	H	I
501			
502			
503	575998	16	B6751
504			
505			
506			
507			
508			
509	620000	21	B6202
510			
511	620000	23	B6204
512			
513	620000	24	B6206
514			
515	620000	26	B6208
516			
517			
518	635000	23	B6354
519			
520	635000	24	B6356
521			
522	635000	26	B6358
523			
524			
525	675000	24	B6756
526			
527	675000	2410	B6756
528			
529	675000	2435	B6756
530			
531	675000	26	B6758
532			
533			
534	675110		B403
535			
536	675110	26	B403
537			
538			
539	675450	26	B6758
540			
541			
542	675650	24	B6756
543			
544			
545			
546			
547			
548	680110		B403
549			
550			

	A
551	B403 Depreciation Exp
552	680125 Depr Exp-Amort CIAC Non Tax
553	Depr Exp-Amort CIAC Non Tax
554	B403 Depreciation Exp
555	P27 Depreciation
556	
557	P28 Amortization
558	680520 Amort-Capital Leases
559	Amort-Capital Leases
560	B4071 Amort-Ltd Term UP
561	680540 Amort-Reg Asset AFUDC
562	Amort-Reg Asset AFUDC
563	B4071 Amort-Ltd Term UP
564	680620 Amort-Reg Asset
565	Amort-Reg Asset
566	B4071 Amort-Ltd Term UP
567	P28 Amortization
568	
569	P29 General Taxes
570	685100 Utility Reg Assessment Fee
571	Utility Reg Assessment Fee
572	B40810 Tax Oth thn Inc-Reg Asses
573	685200 Property Taxes
574	Property Taxes
575	B40811 Tax Oth thn Inc-Property
576	685320 FUTA
577	FUTA
578	B40812 Tax Oth thn Inc-Payroll T
579	685325 FICA
580	FICA
581	B40812 Tax Oth thn Inc-Payroll T
582	685350 SUTA
583	SUTA
584	B40812 Tax Oth thn Inc-Payroll T
585	685430 Other Taxes and Licenses
586	Other Taxes and Licenses
587	B40813 Tax Oth thn Inc-Other
588	685440 Gross Receipts Tax
589	Gross Receipts Tax
590	B40813 Tax Oth thn Inc-Other
591	P29 General Taxes
592	
593	P30 State Income Taxes
594	690210 SIT-Current
595	SIT-Current
596	B40911 Income Taxes-SIT Oper
597	690213 SIT-Interim Curr
598	SIT-Interim Curr
599	B40911 Income Taxes-SIT Oper
600	690713 Def SIT-Interim Def

	B	C	D	E	F
551	(4,688.54)	(17,748.40)	(10,535.00)	(26,131.10)	P27
552					
553					
554	(9,435.13)	47,406.47	(16,839.70)	(42,085.16)	P27
555	385,241.55	1,623,329.55	381,839.33	1,439,561.10	
556					
557					
558					
559					
560	8,836.11	35,344.44	8,836.11	35,344.44	P28
561					
562					
563	1,779.33	7,874.29	1,214.00	4,856.00	P28
564					
565					
566	98.00	392.00	98.00	392.00	P28
567	10,713.44	43,610.73	10,148.11	40,592.44	
568					
569					
570					
571					
572	8,031.69	24,314.94	5,427.75	20,802.51	P29
573					
574					
575	210,053.48	840,213.92	210,366.13	919,034.23	P29
576					
577					
578	29.17	3,575.71	(449.35)	4,822.68	P29
579					
580					
581	28,485.34	128,372.06	26,479.01	117,880.28	P29
582					
583					
584	12.39	1,637.16	(168.31)	2,353.59	P29
585					
586					
587	27,500.00	84,895.00	29,988.00	110,186.00	P29
588					
589					
590	48,185.08	192,740.32	33,775.67	135,102.68	P29
591	322,297.15	1,275,749.11	305,418.90	1,310,181.97	
592					
593					
594					
595					
596	675.00	0.00	187.00	(603.00)	P30
597					
598					
599	0.00	0.00	20,216.34	4,117.57	P30
600					

	G	H	I
551	680120		B403
552			
553			
554	680125		B403
555			
556			
557			
558			
559			
560	680520		B4071
561			
562			
563	680540		B4071
564			
565			
566	680620		B4071
567			
568			
569			
570			
571			
572	685100		B40810
573			
574			
575	685200		B40811
576			
577			
578	685320		B40812
579			
580			
581	685325		B40812
582			
583			
584	685350		B40812
585			
586			
587	685430		B40813
588			
589			
590	685440		B40813
591			
592			
593			
594			
595			
596	690210		B40911
597			
598			
599	690213		B40911
600			

	A
601	Def SIT-Interim Def
602	B41011 Def Inc Tax-SIT
603	690730 Def SIT-Reg Asset/Liab
604	001 Def SIT-Reg Asset
605	B41011 Def Inc Tax-SIT
606	002 Def SIT-Reg Liab
607	B41011 Def Inc Tax-SIT
608	690750 Def SIT-Other
609	002 Def SIT-Other Liab
610	B41011 Def Inc Tax-SIT
611	P30 State Income Taxes
612	
613	P31 Federal Income Taxes
614	690110 FIT-Current
615	FIT-Current
616	B40910 Income Taxes-FIT Oper
617	690113 FIT-Interim Curr
618	FIT-Interim Curr
619	B40910 Income Taxes-FIT Oper
620	690613 Def FIT-Interim Def
621	Def FIT-Interim Def
622	B41010 Def Inc Tax-FIT
623	690630 Def FIT-Reg Asset/Liab
624	001 Def FIT-Reg Asset
625	B41010 Def Inc Tax-FIT
626	002 Def FIT-Reg Liab
627	B41010 Def Inc Tax-FIT
628	690650 Def FIT-Other
629	002 Def FIT-Other Liab
630	B41010 Def Inc Tax-FIT
631	695220 ITC Restored - 3%
632	ITC Restored - 3%
633	B41211 ITC-Restored
634	695230 ITC Restored - 4%
635	ITC Restored - 4%
636	B41211 ITC-Restored
637	695240 ITC Restored - 10%
638	ITC Restored - 10%
639	B41211 ITC-Restored
640	P31 Federal Income Taxes
641	
642	P39 Interest Income
643	710500 Int Inc-Inside
644	AW46 Int Inc-Inside AW46
645	B419 Interest & Dividend Incom
646	P39 Interest Income
647	
648	P40 AFUDC Equity
649	705100 AFUDC - Equity
650	AFUDC - Equity

	B	C	D	E	F
601					
602	0.00	0.00	(243.00)	(14,852.95)	P30
603					
604					
605	4,862.08	19,448.32	4,516.00	17,769.92	P30
606					
607	34.50	138.00	(617.59)	(2,176.68)	P30
608					
609					
610	13,850.00	0.00	138.00	95.00	P30
611	19,421.58	19,586.32	24,196.75	4,349.86	
612					
613					
614					
615					
616	(724.00)	0.00	1,590.00	302.00	P31
617					
618					
619	0.00	0.00	112,687.40	22,951.65	P31
620					
621					
622	0.00	0.00	(13,830.89)	(122,930.28)	P31
623					
624					
625	42,608.92	170,435.68	40,885.00	163,834.08	P31
626					
627	(2,897.42)	(11,589.68)	(2,887.41)	(11,843.32)	P31
628					
629					
630	113,060.00	0.00	214.00	10.00	P31
631					
632					
633	(258.00)	(1,032.00)	(258.00)	(1,032.00)	P31
634					
635					
636	(397.00)	(1,588.00)	(397.00)	(1,588.00)	P31
637					
638					
639	(5,709.00)	(22,836.00)	(5,709.00)	(22,836.00)	P31
640	145,683.50	133,390.00	132,294.10	26,868.13	
641					
642					
643					
644					
645	0.00	0.00	(24.01)	(5,527.42)	P39
646	0.00	0.00	(24.01)	(5,527.42)	
647					
648					
649					
650					

	G	H	I
601			
602	690713		B41011
603			
604			
605	690730	1	B41011
606			
607	690730	2	B41011
608			
609			
610	690750	2	B41011
611			
612			
613			
614			
615			
616	690110		B40910
617			
618			
619	690113		B40910
620			
621			
622	690613		B41010
623			
624			
625	690630	1	B41010
626			
627	690630	2	B41010
628			
629			
630	690650	2	B41010
631			
632			
633	695220		B41211
634			
635			
636	695230		B41211
637			
638			
639	695240		B41211
640			
641			
642			
643			
644			
645	710500	AW46	B419
646			
647			
648			
649			
650			

	A
651	B420 AFUDC
652	P40 AFUDC Equity
653	
654	P42 M&J Misc Income
655	715111 M&J Revenues-Outside
656	M&J Revenues-Outside
657	B415 M&J Revenues
658	716121 M&J Expenses-Outside
659	M&J Expenses-Outside
660	B416 M&J Expenses
661	716122 M&J Expenses-Inside
662	M&J Expenses-Inside
663	B416 M&J Expenses
664	717110 Misc Non-Util Income-Out
665	Misc Non-Util Income-Out
666	B421 Nonutility Income
667	P42 M&J Misc Income
668	
669	P48 Misc Other Deductions
670	760100 Donations Deduct
671	Donations Deduct
672	B426 Misc Nonutility Expense
673	760200 Other Income Deductions
674	Other Income Deductions
675	B426 Misc Nonutility Expense
676	P48 Misc Other Deductions
677	
678	P50 State Income Taxes
679	780100 SIT-Other Inc & Ded Curr
680	SIT-Other Inc & Ded Curr
681	B40920 Income Taxes-Oth Inc/Ded
682	780113 SIT-BTL Interim Curr
683	SIT-BTL Interim Curr
684	B40920 Income Taxes-Oth Inc/Ded
685	P50 State Income Taxes
686	
687	P51 Federal Income Taxes
688	790100 FIT-Oth Inc & Ded-curr
689	FIT-Oth Inc & Ded-curr
690	B40920 Income Taxes-Oth Inc/Ded
691	790113 FIT-BTL Interim Curr
692	FIT-BTL Interim Curr
693	B40920 Income Taxes-Oth Inc/Ded
694	P51 Federal Income Taxes
695	
696	P56 Interest on LTD
697	810100 Int LTD-Outside Reg
698	Int LTD-Outside Reg
699	B4273 Int Exp-LTD
700	810300 Int Cap Lease-Outside

	B	C	D	E	F
651	(4,526.49)	(8,396.57)	(6,407.09)	(33,597.78)	P40
652	(4,526.49)	(8,396.57)	(6,407.09)	(33,597.78)	
653					
654					
655					
656					
657	(5,035.00)	(14,977.30)	(2,457.00)	(11,852.00)	P42
658					
659					
660	3,707.93	9,335.15	3,449.65	9,380.31	P42
661					
662					
663	0.00	0.00	0.00	5,628.02	P42
664					
665					
666	0.00	0.00	0.00	(4,689.46)	P42
667	(1,327.07)	(5,642.15)	992.65	(1,533.13)	
668					
669					
670					
671					
672	1,084.18	21,734.18	350.00	7,187.50	P48
673					
674					
675	400.00	890.00	270.00	610.00	P48
676	1,484.18	22,624.18	620.00	7,797.50	
677					
678					
679					
680					
681	1,018.00	0.00	0.00	0.00	P50
682					
683					
684	0.00	0.00	(92.47)	(42.95)	P50
685	1,018.00	0.00	(92.47)	(42.95)	
686					
687					
688					
689					
690	(1,091.00)	0.00	0.00	0.00	P51
691					
692					
693	0.00	0.00	(515.44)	(239.39)	P51
694	(1,091.00)	0.00	(515.44)	(239.39)	
695					
696					
697					
698					
699	82,119.91	328,479.60	82,119.89	357,277.37	P56
700					

	G	H	I
651	705100		B420
652			
653			
654			
655			
656			
657	715111		B415
658			
659			
660	716121		B416
661			
662			
663	716122		B416
664			
665			
666	717110		B421
667			
668			
669			
670			
671			
672	760100		B426
673			
674			
675	760200		B426
676			
677			
678			
679			
680			
681	780100		B40920
682			
683			
684	780113		B40920
685			
686			
687			
688			
689			
690	790100		B40920
691			
692			
693	790113		B40920
694			
695			
696			
697			
698			
699	810100		B4273
700			

	A
701	Int Cap Lease-Outside
702	B4273 Int Exp-LTD
703	810400 Int LTD-Inside
704	AW46 Int LTD-Inside AW46
705	B4273 Int Exp-LTD
706	P56 Interest on LTD
707	
708	P57 Amort Debt Exp
709	820100 Amort Debt Disc & Exp
710	Amort Debt Disc & Exp
711	B428 Amort Debt Expense
712	820110 Amort Debt Exp Inside
713	AW46 Amort DExp Inside AW46
714	B428 Amort Debt Expense
715	820110 Amort Debt Exp Inside
716	AW46 Amort DExp Inside AW46
717	P57 Amort Debt Exp
718	
719	P58 Interest on Bank Debt
720	830100 Interest STD Inside
721	AW46 Interest STD Inside
722	B4272 Int Exp-Short Term Debt
723	P58 Interest on Bank Debt
724	
725	P59 Other Interest Exp
726	840000 Other Interest Expense
727	Other Interest Expense
728	B4275 Int Exp-Other
729	P59 Other Interest Exp
730	
731	P60 AFUDC Debt
732	850000 AFUDC Debt
733	AFUDC Debt
734	B420 AFUDC
735	P60 AFUDC Debt
736	
737	P64 Preferred Dividends
738	860100 Div Dec Pref Stk-Outside
739	Div Dec Pref Stk-Outside
740	B437 Dividends Declared - Pref
741	P64 Preferred Dividends
742	
743	P69 Common Dividends
744	860220 Div Decl Com Stk In
745	AW02 Div Decl Com Stk In-AW02
746	B438 Dividends Declared - Com
747	P69 Common Dividends
748	
749	00026 Tennessee-American Water Co.
750	

	B	C	D	E	F
701					
702	7,350.23	31,721.54	8,316.96	35,064.91	P56
703					
704					
705	173,876.83	712,831.15	176,074.67	590,619.19	P56
706	263,346.97	1,073,032.29	266,511.52	982,961.47	
707					
708					
709					
710					
711	926.71	4,117.68	936.53	3,746.12	P57
712					
713					
714	1,447.29	6,314.70	1,453.29	3,415.38	P57
715					
716					
717	2,374.00	10,432.38	2,389.82	7,161.50	
718					
719					
720					
721					
722	19,691.96	129,826.97	46,003.47	231,981.42	P58
723	19,691.96	129,826.97	46,003.47	231,981.42	
724					
725					
726					
727					
728	0.00	0.00	0.00	0.00	P59
729	0.00	0.00	0.00	0.00	
730					
731					
732					
733					
734	(2,560.84)	(4,750.38)	(3,032.49)	(15,903.09)	P60
735	(2,560.84)	(4,750.38)	(3,032.49)	(15,903.09)	
736					
737					
738					
739					
740	5,756.66	23,026.66	5,756.67	23,026.68	P64
741	5,756.66	23,026.66	5,756.67	23,026.68	
742					
743					
744					
745					
746	0.00	412,627.02	0.00	0.00	P69
747	0.00	412,627.02	0.00	0.00	
748					
749	101,288.16	547,109.18	(188,999.95)	(16,920.54)	
750					

	G	H	I
701			
702	810300		B4273
703			
704			
705	810400	AW46	B4273
706			
707			
708			
709			
710			
711	820100		B428
712			
713			
714	820110	AW46	B428
715			
716			
717			
718			
719			
720			
721			
722	830100	AW46	B4272
723			
724			
725			
726			
727			
728	840000		B4275
729			
730			
731			
732			
733			
734	850000		B420
735			
736			
737			
738			
739			
740	860100		B437
741			
742			
743			
744			
745			
746	860220	AW02	B438
747			
748			
749			
750			

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee American Water - Co 26
4	ST Company Level
5	Statistical - Curr & Prior Month & YTD
6	For the Period Ending 05/31/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	System Delivery
15	System Delivery (T Gallons)
16	Inter Company Sys Delivery (T Gallons)
17	Total System Delivery
18	Water Sales
19	Residential
20	Commercial
21	Industrial
22	Fire Service
23	OPA
24	Resale
25	Miscellaneous
26	Inter Company
27	Total Water Sales
28	Number of Water Customers
29	Residential
30	Commercial
31	Industrial
32	Fire Service
33	OPA
34	Resale
35	Miscellaneous
36	Total Number of Water Customers
37	Number of Sewer Customers
38	Residential
39	Commercial
40	Industrial
41	Fire Service
42	OPA
43	Resale
44	Total Number of Sewer Customers
45	Total Number of Customers
46	
47	System Delivery
48	System Delivery (T Gallons)
49	Inter Company Sys Delivery (T Gallons)
50	Total System Delivery

	B	C	D	E	F	G
1						
2						
3						
4						
5						
6						
7						
8						
9						
10	Current	Current	Actual/	Prior Year	Current/	Current
11	Month	Month	Budget	Month	Prior	YTD
12	Actual	Budget	Variance	Actual	Variance	Actual
13	----------	----------	----------	----------	----------	----------
14						
15	1,139,375	1,123,728	15,647	1,328,608	(189,233)	5,476,445
16	0	0	0	0	0	0
17	1,139,375	1,123,728	15,647	1,328,608	(189,233)	5,476,445
18						
19	242,100	255,547	(13,447)	271,325	(29,225)	1,262,412
20	213,327	263,313	(49,986)	243,424	(30,097)	1,153,829
21	164,304	174,531	(10,227)	182,636	(18,332)	898,446
22	0	0	0	0	0	0
23	57,510	67,128	(9,618)	62,541	(5,031)	283,206
24	82,685	111,493	(28,808)	88,616	(5,931)	455,934
25	0	0	0	0	0	0
26	0	0	0	0	0	0
27	759,927	872,012	(112,085)	848,540	(88,613)	4,053,828
28						
29	64,823	64,553	270	64,309	514	64,823
30	8,287	8,336	(49)	8,248	39	8,287
31	123	131	(8)	127	(4)	123
32	1,109	1,056	53	1,076	33	1,109
33	668	646	22	663	5	668
34	9	7	2	9	0	9
35	0	0	0	0	0	0
36	75,019	74,729	290	74,432	587	75,019
37						
38	0	0	0	0	0	0
39	0	0	0	0	0	0
40	0	0	0	0	0	0
41	0	0	0	0	0	0
42	0	0	0	0	0	0
43	0	0	0	0	0	0
44	0	0	0	0	0	0
45	75,019	74,729	290	74,432	587	75,019
46						
47						
48	1,139,375	1,123,728	15,647	1,328,608	(189,233)	5,476,445
49	0	0	0	0	0	0
50	1,139,375	1,123,728	15,647	1,328,608	(189,233)	5,476,445

	H	I	J	K
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Current	Actual/	Prior	Current/
11	YTD	Budget	YTD	Prior
12	Budget	Variance	Actual	Variance
13	----------	----------	----------	----------
14				
15	5,329,490	146,955	5,717,670	(241,225)
16	0	0	0	0
17	5,329,490	146,955	5,717,670	(241,225)
18				
19	1,202,064	60,348	1,287,379	(24,967)
20	1,215,866	(62,037)	1,168,969	(15,140)
21	881,625	16,821	912,815	(14,369)
22	0	0	0	0
23	278,662	4,544	298,026	(14,820)
24	557,465	(101,531)	450,289	5,645
25	0	0	0	0
26	0	0	0	0
27	4,135,682	(81,854)	4,117,478	(63,650)
28				
29	64,553	270	64,309	514
30	8,336	(49)	8,248	39
31	131	(8)	127	(4)
32	1,056	53	1,076	33
33	646	22	663	5
34	7	2	9	0
35	0	0	0	0
36	74,729	290	74,432	587
37				
38	0	0	0	0
39	0	0	0	0
40	0	0	0	0
41	0	0	0	0
42	0	0	0	0
43	0	0	0	0
44	0	0	0	0
45	74,729	290	74,432	587
46				
47				
48	5,329,490	146,955	5,717,670	(241,225)
49	0	0	0	0
50	5,329,490	146,955	5,717,670	(241,225)

	A
51	Water Sales
52	Residential
53	Commercial
54	Industrial
55	Other
56	Inter Company
57	Total Water Sales
58	Number of Water Customers
59	Residential
60	Commercial
61	Industrial
62	Fire Service
63	Other
64	Total Number of Water Customers
65	Number of Sewer Customers
66	Residential
67	Commercial
68	Industrial
69	Fire Service
70	Other
71	Total Number of Sewer Customers
72	Total Number of Customers
73	

	B	C	D	E	F	G
51						
52	242,100	255,547	(13,447)	271,325	(29,225)	1,262,412
53	213,327	263,313	(49,986)	243,424	(30,097)	1,153,829
54	164,304	174,531	(10,227)	182,636	(18,332)	898,446
55	140,195	178,621	(38,426)	151,156	(10,961)	739,140
56	0	0	0	0	0	0
57	759,927	872,012	(112,085)	848,540	(88,613)	4,053,828
58						
59	64,823	64,553	270	64,309	514	64,823
60	8,287	8,336	(49)	8,248	39	8,287
61	123	131	(8)	127	(4)	123
62	1,109	1,056	53	1,076	33	1,109
63	677	653	24	672	5	677
64	75,019	74,729	290	74,432	587	75,019
65						
66	0	0	0	0	0	0
67	0	0	0	0	0	0
68	0	0	0	0	0	0
69	0	0	0	0	0	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0
72	75,019	74,729	290	74,432	587	75,019
73						

	H	I	J	K
51				
52	1,202,064	60,348	1,287,379	(24,967)
53	1,215,866	(62,037)	1,168,969	(15,140)
54	881,625	16,821	912,815	(14,369)
55	836,127	(96,987)	748,315	(9,175)
56	0	0	0	0
57	4,135,682	(81,854)	4,117,478	(63,650)
58				
59	64,553	270	64,309	514
60	8,336	(49)	8,248	39
61	131	(8)	127	(4)
62	1,056	53	1,076	33
63	653	24	672	5
64	74,729	290	74,432	587
65				
66	0	0	0	0
67	0	0	0	0
68	0	0	0	0
69	0	0	0	0
70	0	0	0	0
71	0	0	0	0
72	74,729	290	74,432	587
73				

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee American Water - Co 26
4	ST Company Level
5	Statistical - Curr & Prior Month & YTD
6	For the Period Ending 04/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	System Delivery
15	System Delivery (T Gallons)
16	Inter Company Sys Delivery (T Gallons)
17	Total System Delivery
18	Water Sales
19	Residential
20	Commercial
21	Industrial
22	Fire Service
23	OPA
24	Resale
25	Miscellaneous
26	Inter Company
27	Total Water Sales
28	Number of Water Customers
29	Residential
30	Commercial
31	Industrial
32	Fire Service
33	OPA
34	Resale
35	Miscellaneous
36	Total Number of Water Customers
37	Number of Sewer Customers
38	Residential
39	Commercial
40	Industrial
41	Fire Service
42	OPA
43	Resale
44	Total Number of Sewer Customers
45	Total Number of Customers
46	
47	System Delivery
48	System Delivery (T Gallons)
49	Inter Company Sys Delivery (T Gallons)
50	Total System Delivery

	B	C	D	E	F	G
1						
2						
3						
4						
5						
6						
7						
8						
9						
10	Current	Current	Actual/	Prior Year	Current/	Current
11	Month	Month	Budget	Month	Prior	YTD
12	Actual	Budget	Variance	Actual	Variance	Actual
13	----------	----------	----------	----------	----------	----------
14						
15	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069
16	0	0	0	0	0	0
17	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069
18						
19	268,828	236,978	31,850	251,028	17,800	1,020,312
20	249,370	234,803	14,567	228,021	21,349	940,502
21	237,292	168,559	68,733	173,837	63,455	734,143
22	0	0	0	0	0	0
23	59,420	48,109	11,311	62,606	(3,186)	225,696
24	78,314	111,493	(33,179)	111,716	(33,402)	373,249
25	0	0	0	0	0	0
26	0	0	0	0	0	0
27	893,223	799,942	93,281	827,208	66,015	3,293,901
28						
29	64,641	64,548	93	64,175	466	64,641
30	8,272	8,331	(59)	8,248	24	8,272
31	125	131	(6)	126	(1)	125
32	1,106	1,056	50	1,074	32	1,106
33	665	646	19	661	4	665
34	9	7	2	9	0	9
35	0	0	0	0	0	0
36	74,818	74,719	99	74,293	525	74,818
37						
38	0	0	0	0	0	0
39	0	0	0	0	0	0
40	0	0	0	0	0	0
41	0	0	0	0	0	0
42	0	0	0	0	0	0
43	0	0	0	0	0	0
44	0	0	0	0	0	0
45	74,818	74,719	99	74,293	525	74,818
46						
47						
48	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069
49	0	0	0	0	0	0
50	1,077,057	1,030,853	46,204	1,060,188	16,869	4,337,069

	H	I	J	K
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Current	Actual/	Prior	Current/
11	YTD	Budget	YTD	Prior
12	Budget	Variance	Actual	Variance
13	----------	----------	----------	----------
14				
15	4,205,762	131,307	4,389,062	(51,993)
16	0	0	0	0
17	4,205,762	131,307	4,389,062	(51,993)
18				
19	946,517	73,795	1,016,054	4,258
20	952,553	(12,051)	925,546	14,956
21	707,094	27,049	730,179	3,964
22	0	0	0	0
23	211,534	14,162	235,485	(9,789)
24	445,972	(72,723)	361,673	11,576
25	0	0	0	0
26	0	0	0	0
27	3,263,670	30,231	3,268,938	24,963
28				
29	64,548	93	64,175	466
30	8,331	(59)	8,248	24
31	131	(6)	126	(1)
32	1,056	50	1,074	32
33	646	19	661	4
34	7	2	9	0
35	0	0	0	0
36	74,719	99	74,293	525
37				
38	0	0	0	0
39	0	0	0	0
40	0	0	0	0
41	0	0	0	0
42	0	0	0	0
43	0	0	0	0
44	0	0	0	0
45	74,719	99	74,293	525
46				
47				
48	4,205,762	131,307	4,389,062	(51,993)
49	0	0	0	0
50	4,205,762	131,307	4,389,062	(51,993)

	A
51	Water Sales
52	Residential
53	Commercial
54	Industrial
55	Other
56	Inter Company
57	Total Water Sales
58	Number of Water Customers
59	Residential
60	Commercial
61	Industrial
62	Fire Service
63	Other
64	Total Number of Water Customers
65	Number of Sewer Customers
66	Residential
67	Commercial
68	Industrial
69	Fire Service
70	Other
71	Total Number of Sewer Customers
72	Total Number of Customers
73	

	B	C	D	E	F	G
51						
52	268,828	236,978	31,850	251,028	17,800	1,020,312
53	249,370	234,803	14,567	228,021	21,349	940,502
54	237,292	168,559	68,733	173,837	63,455	734,143
55	137,734	159,602	(21,868)	174,322	(36,588)	598,945
56	0	0	0	0	0	0
57	893,223	799,942	93,281	827,208	66,015	3,293,901
58						
59	64,641	64,548	93	64,175	466	64,641
60	8,272	8,331	(59)	8,248	24	8,272
61	125	131	(6)	126	(1)	125
62	1,106	1,056	50	1,074	32	1,106
63	674	653	21	670	4	674
64	74,818	74,719	99	74,293	525	74,818
65						
66	0	0	0	0	0	0
67	0	0	0	0	0	0
68	0	0	0	0	0	0
69	0	0	0	0	0	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0
72	74,818	74,719	99	74,293	525	74,818
73						

	H	I	J	K
51				
52	946,517	73,795	1,016,054	4,258
53	952,553	(12,051)	925,546	14,956
54	707,094	27,049	730,179	3,964
55	657,506	(58,561)	597,159	1,786
56	0	0	0	0
57	3,263,670	30,231	3,268,938	24,963
58				
59	64,548	93	64,175	466
60	8,331	(59)	8,248	24
61	131	(6)	126	(1)
62	1,056	50	1,074	32
63	653	21	670	4
64	74,719	99	74,293	525
65				
66	0	0	0	0
67	0	0	0	0
68	0	0	0	0
69	0	0	0	0
70	0	0	0	0
71	0	0	0	0
72	74,719	99	74,293	525
73				

	A
1	PCDWLD
2	83500 American Water Works Company 1
3	RT026USR Tennessee-American Water-Co 26 07/11/08
4	026BS Total Company (USGAAP) 16:16:47
5	Comparative Balance Sheet
6	For the Period Ending 06/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	Description
12	----------
13	ASSETS
14	1 Utility Plant
15	2 Construction work in progress
16	3 Accumulated depreciation
17	4 Utility plant acquisition adjustment
18	5 Other utility plant adjustments
19	6 Sub-total Utility Plant
20	7 Non-Utility property
21	8 Other investments
22	Current Assets
23	10 Cash and cash equivalents
24	11 Temporary investments
25	12 Customer accounts receivable
26	13 Allowance for uncollectible accounts
27	14 Unbilled revenues
28	15 FIT refund due from assoc. companies
29	16 Miscellaneous receivables
30	17 Materials and supplies
31	19 Other
32	20 Sub-total
33	22 Deferred debits
34	23 Debt and preferred stock
35	24 Expense of rate proceeding
36	25 Prelim survey & invest charges
37	26 Reg Asset-income tax recovery
38	27 Other
39	29 Sub-total
40	30 Total Assets
41	32 CAPITAL AND LIABILITIES
42	33 Common Stock
43	34 Paid in capital
44	35 Retained Earnings
45	36 Unearned Compensation
46	37 Reacquired C/S & Accum Comp Inc
47	38 Total common equity
48	
49	39 Preferred stock
50	40 Long term debt

	B	C
1		
2		
3		
4		
5		
6		
7		
8		
9		
10	Current	Prior
11	Year	Year
12	----------	----------
13		
14	203,022,685	192,838,206
15	1,904,726	2,730,672
16	(58,933,008)	(55,705,683)
17	74,850	123,170
18	0	0
19	146,069,253	139,986,365
20	0	0
21	0	(48,320)
22		
23	309,561	301,606
24	0	0
25	3,160,701	3,261,072
26	(261,419)	(326,577)
27	1,873,529	1,982,415
28	0	0
29	79,158	59,986
30	333,702	311,007
31	298,202	351,463
32	5,793,434	5,940,972
33		
34	167,325	196,139
35	909,696	1,093,089
36	0	0
37	9,664,948	10,228,514
38	3,900,281	3,832,659
39	14,642,250	15,350,401
40	166,504,937	161,229,418
41		
42	13,754,235	13,754,235
43	15,801,193	8,288,918
44	20,590,197	20,085,594
45	0	0
46	0	0
47	50,145,625	42,128,747
48		
49	1,381,600	1,381,600
50	44,990,729	52,656,469

	A
51	41 Total capitalization
52	42 Current liabilities
53	43 Bank debt
54	44 Current portion of LTD
55	45 Accounts Payable
56	46 Taxes accrued
57	47 Interest accrued
58	48 Customer deposits
59	49 Dividends declared
60	51 Other
61	52 Sub-total
62	
63	
64	54 Deferred credits
65	55 Customer adv. for construction
66	56 Deferred income taxes
67	57 Deferred investment tax credits
68	58 Reg.liab-inc.tax.refund thru rates
69	59 Other
70	60 Sub-total
71	62 Contributions in aid of construction
72	
73	Total capital and liabilities
74	

	B	C
51	96,517,954	96,166,816
52		
53	14,909,618	9,284,848
54	1,165,740	1,145,823
55	1,015,801	2,087,206
56	3,882,974	2,928,754
57	509,615	561,363
58	0	0
59	0	0
60	1,714,062	1,357,941
61	23,197,810	17,365,935
62		
63		
64		
65	7,180,324	5,985,705
66	24,429,047	25,598,033
67	1,078,080	1,154,448
68	2,644,253	3,444,742
69	2,987,544	3,227,950
70	38,319,248	39,410,878
71	8,469,925	8,285,789
72		
73	166,504,937	161,229,418
74		

	A		
1	PCDWLD		
2	83410	American Water Works Company	1
3	RT026USR	Tennessee American Water Company	
4	NARUCTB	Trial Balance	16:23:49
5		For the Period Ending 06/30/2008	
6			
7			
8	Description		
9	----------		
10	B01 Utility Plant Original Cost		
11	101000 Land & Ld Rights P		
12	303300 Land & Ld Rights P		
13	B3032 Land & Land Rights SS		
14	303400 Land & Ld Rights WT		
15	B3033 Land & Land Rights WT		
16	303500 Land & Ld Rights TD		
17	B3034 Land & Land Rights TD		
18	303501 Land TD		
19	B3034 Land & Land Rights TD		
20	303502 Rights of Way TD		
21	B3034 Land & Land Rights TD		
22	303600 Land & Land Rights AG		
23	B3035 Land & Land Rights AG		
24	304100 Struct & Imp SS		
25	B3042 Struct & Improve SS		
26	304200 Struct & Imp P		
27	B3042 Struct & Improve SS		
28	304300 Struct & Imp WT		
29	B3043 Struct & Improve WT		
30	304301 Struct & Imp WT Depr Pntng (		
31	B3043 Struct & Improve WT		
32	304400 Struct & Imp TD		
33	B3044 Struct & Improve TD		
34	304500 Struct & Imp AG		
35	B3045 Struct & Improve AG		
36	304510 Struct & Imp AG Cap Lease		
37	B3045 Struct & Improve AG		
38	304600 Struct & Imp Offices		
39	B3045 Struct & Improve AG		
40	304700 Struct & Imp Store,Shop,Gar		
41	B3045 Struct & Improve AG		
42	304800 Struct & Imp Misc		
43	B3045 Struct & Improve AG		
44	306000 Lake, River & Other Intakes		
45	B3062 Lake, River & Other Intak		
46	309000 Supply Mains		
47	B3092 Supply Mains		
48	310000 Power Generation Equip		
49	B3102 Power Generation Equip		
50	310100 Power Generation Equip Other		

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	June	June	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	0.00	73,444.37	0.00	73,444.37	B01
14					
15	0.00	18,009.00	0.00	18,009.00	B01
16					
17	0.00	55,449.65	0.00	55,449.65	B01
18					
19	0.00	140,323.91	0.00	127,323.91	B01
20					
21	0.00	133,093.58	0.00	133,093.58	B01
22					
23	0.00	25,021.90	0.00	25,021.90	B01
24					
25	(27.19)	9,635.20	0.00	0.00	B01
26					
27	0.00	3,863,561.85	0.00	3,810,529.28	B01
28					
29	0.00	2,012,710.50	0.00	2,001,274.74	B01
30					
31	0.00	1,694,807.62	0.00	1,694,807.62	B01
32					
33	0.00	524,790.43	0.00	510,815.36	B01
34					
35	(39.06)	49,901.87	0.00	0.00	B01
36					
37	0.00	1,590,500.00	0.00	1,590,500.00	B01
38					
39	0.00	136,173.91	0.00	149,173.91	B01
40					
41	0.00	312,642.38	0.00	312,642.38	B01
42					
43	0.00	657,573.08	0.00	657,573.08	B01
44					
45	0.00	489,122.97	0.00	489,122.97	B01
46					
47	0.00	603,834.40	0.00	602,663.86	B01
48					
49	0.00	227,421.97	0.00	0.00	B01
50					

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	101000	303300	B3032
14			
15	101000	303400	B3033
16			
17	101000	303500	B3034
18			
19	101000	303501	B3034
20			
21	101000	303502	B3034
22			
23	101000	303600	B3035
24			
25	101000	304100	B3042
26			
27	101000	304200	B3042
28			
29	101000	304300	B3043
30			
31	101000	304301	B3043
32			
33	101000	304400	B3044
34			
35	101000	304500	B3045
36			
37	101000	304510	B3045
38			
39	101000	304600	B3045
40			
41	101000	304700	B3045
42			
43	101000	304800	B3045
44			
45	101000	306000	B3062
46			
47	101000	309000	B3092
48			
49	101000	310000	B3102
50			

	A
51	B3102 Power Generation Equip
52	311200 Pump Equip Electric
53	B3112 Pumping Equipment
54	311300 Pump Equip Diesel
55	B3112 Pumping Equipment
56	311500 Pump Equip Other
57	B3112 Pumping Equipment
58	311520 Pumping Equipment SS
59	B3112 Pumping Equipment
60	311530 Pumping Equipment WT
61	B3112 Pumping Equipment
62	320100 WT Equip Non-Media
63	B3203 Water Treatment Equipment
64	330000 Dist Reservoirs & Standpipes
65	B3304 Dist Reservoirs & Standpi
66	330003 Dist Res & Stand Orig Repain
67	B3304 Dist Reservoirs & Standpi
68	330100 Elevated Tanks & Standpipes
69	B3304 Dist Reservoirs & Standpi
70	330400 Clearwell
71	B3304 Dist Reservoirs & Standpi
72	331001 TD Mains Not Classified by S
73	B3314 TD Mains
74	331100 TD Mains 4in & Less
75	B3314 TD Mains
76	331200 TD Mains 6in to 8in
77	B3314 TD Mains
78	331210 TD Mains 6in to 10in (TN)
79	B3314 TD Mains
80	331300 TD Mains 10in to 16in
81	B3314 TD Mains
82	331350 TD Mains 12in & Grtr (TN)
83	B3314 TD Mains
84	331400 TD Mains 18in & Grtr
85	B3314 TD Mains
86	333000 Services
87	B3334 Services
88	334100 Meters
89	B3344 Meters & Meter Installati
90	334110 Meters Bronze Case
91	B3344 Meters & Meter Installati
92	334131 Meters Other-Rem Rdr Unts
93	B3344 Meters & Meter Installati
94	334200 Meter Installations
95	B3344 Meters & Meter Installati
96	335000 Hydrants
97	B3354 Hydrants
98	339200 Other P/E SS
99	B3392 Other Plant & Equip SS
100	339600 Other P/E CPS

	B	C	D	E	F
51	0.00	0.00	0.00	227,421.97	B01
52					
53	(2,551.42)	5,628,643.94	0.00	5,631,195.36	B01
54					
55	0.00	119,296.31	0.00	119,296.31	B01
56					
57	0.00	254,506.81	0.00	254,506.81	B01
58					
59	(81.17)	41,193.19	0.00	0.00	B01
60					
61	0.00	0.00	0.00	0.00	B01
62					
63	0.00	12,395,595.34	0.00	12,378,400.21	B01
64					
65	0.00	6,482,504.83	0.00	6,494,146.20	B01
66					
67	1.29	1,711,713.16	0.00	1,637,309.36	B01
68					
69	6,861.07	1,896,980.35	0.00	1,750,939.70	B01
70					
71	0.00	680,783.96	0.00	680,783.96	B01
72					
73	0.00	1,931,949.74	0.00	1,959,714.31	B01
74					
75	1,033.08	4,754,673.80	(4,972.55)	4,669,309.87	B01
76					
77	0.00	1,457.83	0.00	1,457.83	B01
78					
79	132,154.88	60,683,583.19	(9.21)	59,125,048.80	B01
80					
81	0.00	9,815,098.97	0.00	9,738,520.16	B01
82					
83	0.00	22,898,042.16	0.00	21,721,501.23	B01
84					
85	0.00	651,993.85	0.00	651,239.57	B01
86					
87	39,434.60	18,295,852.41	0.00	18,039,423.88	B01
88					
89	0.00	4,634,725.06	0.00	4,617,844.73	B01
90					
91	344,122.79	1,998,201.35	0.00	9,173.39	B01
92					
93	0.00	16,972.52	0.00	0.00	B01
94					
95	104,182.88	10,227,976.27	0.00	9,078,764.37	B01
96					
97	52,201.02	7,590,582.43	(1,640.32)	7,277,787.52	B01
98					
99	0.00	8,526.30	0.00	8,526.30	B01
100					

	G	H	I
51	101000	310100	B3102
52			
53	101000	311200	B3112
54			
55	101000	311300	B3112
56			
57	101000	311500	B3112
58			
59	101000	311520	B3112
60			
61	101000	311530	B3112
62			
63	101000	320100	B3203
64			
65	101000	330000	B3304
66			
67	101000	330003	B3304
68			
69	101000	330100	B3304
70			
71	101000	330400	B3304
72			
73	101000	331001	B3314
74			
75	101000	331100	B3314
76			
77	101000	331200	B3314
78			
79	101000	331210	B3314
80			
81	101000	331300	B3314
82			
83	101000	331350	B3314
84			
85	101000	331400	B3314
86			
87	101000	333000	B3334
88			
89	101000	334100	B3344
90			
91	101000	334110	B3344
92			
93	101000	334131	B3344
94			
95	101000	334200	B3344
96			
97	101000	335000	B3354
98			
99	101000	339200	B3392
100			

	A
101	B3391 Other Plant & Equip Intan
102	340100 Office Furniture & Equip
103	B3405 Office Furniture & Equip
104	340200 Comp & Periph Equip
105	B3405 Office Furniture & Equip
106	340210 Comp & Periph Mainframe
107	B3405 Office Furniture & Equip
108	340220 Comp & Periph Personal
109	B3405 Office Furniture & Equip
110	340230 Comp & Periph Other
111	B3405 Office Furniture & Equip
112	340300 Computer Software
113	B3405 Office Furniture & Equip
114	340310 Comp Software Mainframe
115	B3405 Office Furniture & Equip
116	340320 Comp Software Personal
117	B3405 Office Furniture & Equip
118	340330 Comp Software Other
119	B3405 Office Furniture & Equip
120	340400 Data Handling Equipment
121	B3405 Office Furniture & Equip
122	340500 Other Office Equipment
123	B3405 Office Furniture & Equip
124	341100 Trans Equip Lt Duty Trks
125	B3415 Transportation Equip
126	341200 Trans Equip Hvy Duty Trks
127	B3415 Transportation Equip
128	341300 Trans Equip Autos
129	B3415 Transportation Equip
130	341400 Trans Equip Other
131	B3415 Transportation Equip
132	342000 Stores Equipment
133	B3425 Stores Equipment
134	343000 Tools,Shop,Garage Equip
135	B3435 Tools, Shop, Garage Equip
136	344000 Laboratory Equipment
137	B3445 Laboratory Equipment
138	345000 Power Operated Equipment
139	B3455 Power Operated Equip
140	346100 Comm Equip Non-Telephone
141	B3465 Communication Equip
142	346190 Remote Control & Instrumenta
143	B3465 Communication Equip
144	346200 Comm Equip Telephone
145	B3465 Communication Equip
146	347000 Misc Equipment
147	B3475 Miscellaneous Equip
148	348000 Other Tangible Property
149	B3485 Other Tangible Plant
150	101100 Reg Asset-AFUDC-Debt

	B	C	D	E	F
101	0.00	0.00	0.00	405,131.83	B01
102					
103	0.00	514,291.96	0.00	598,089.22	B01
104					
105	0.00	296,134.25	0.00	308,231.42	B01
106					
107	0.00	603,485.60	0.00	601,115.19	B01
108					
109	24,582.80	319,573.55	0.00	562,974.17	B01
110					
111	27,147.94	213,147.86	0.00	200,973.62	B01
112					
113	0.00	412,127.22	0.00	412,127.22	B01
114					
115	0.00	3,535,058.66	0.00	3,535,058.66	B01
116					
117	0.00	190,122.43	0.00	206,244.92	B01
118					
119	0.00	14,221.83	0.00	14,221.83	B01
120					
121	0.00	15,283.88	0.00	15,283.88	B01
122					
123	0.00	89,831.18	0.00	137,210.02	B01
124					
125	0.00	994,716.42	0.00	1,074,346.67	B01
126					
127	0.00	804,262.23	0.00	628,461.01	B01
128					
129	0.00	254,776.59	0.00	254,776.59	B01
130					
131	0.00	320,936.86	0.00	214,418.70	B01
132					
133	0.00	43,392.21	0.00	43,392.21	B01
134					
135	0.00	1,223,384.90	0.00	1,161,050.13	B01
136					
137	795.64	373,825.35	0.00	368,087.87	B01
138					
139	0.00	332,766.90	0.00	332,766.90	B01
140					
141	0.00	352,487.48	0.00	354,831.21	B01
142					
143	(12.60)	64,257.94	0.00	0.00	B01
144					
145	3,282.27	85,703.99	0.00	152,448.57	B01
146					
147	4,950.28	1,033,171.68	0.00	1,023,783.00	B01
148					
149	0.00	4,918.13	0.00	4,918.13	B01
150					

	G	H	I
101	101000	339600	B3391
102			
103	101000	340100	B3405
104			
105	101000	340200	B3405
106			
107	101000	340210	B3405
108			
109	101000	340220	B3405
110			
111	101000	340230	B3405
112			
113	101000	340300	B3405
114			
115	101000	340310	B3405
116			
117	101000	340320	B3405
118			
119	101000	340330	B3405
120			
121	101000	340400	B3405
122			
123	101000	340500	B3405
124			
125	101000	341100	B3415
126			
127	101000	341200	B3415
128			
129	101000	341300	B3415
130			
131	101000	341400	B3415
132			
133	101000	342000	B3425
134			
135	101000	343000	B3435
136			
137	101000	344000	B3445
138			
139	101000	345000	B3455
140			
141	101000	346100	B3465
142			
143	101000	346190	B3465
144			
145	101000	346200	B3465
146			
147	101000	347000	B3475
148			
149	101000	348000	B3485
150			

	A
151	Reg Asset-AFUDC-Debt
152	B101 UP In Service
153	106000 Struct & Imp SS
154	304100 Struct & Imp SS
155	B3042 Struct & Improve SS
156	304200 Struct & Imp P
157	B3042 Struct & Improve SS
158	304300 Struct & Imp WT
159	B3043 Struct & Improve WT
160	304400 Struct & Imp TD
161	B3044 Struct & Improve TD
162	304500 Struct & Imp AG
163	B3045 Struct & Improve AG
164	311500 Pump Equip Other
165	B3112 Pumping Equipment
166	311520 Pumping Equipment SS
167	B3112 Pumping Equipment
168	320100 WT Equip Non-Media
169	B3203 Water Treatment Equipment
170	330003 Dist Res & Stand Orig Repain
171	B3304 Dist Reservoirs & Standpi
172	330100 Elevated Tanks & Standpipes
173	B3304 Dist Reservoirs & Standpi
174	331001 TD Mains Not Classified by S
175	B3314 TD Mains
176	331100 TD Mains 4in & Less
177	B3314 TD Mains
178	331210 TD Mains 6in to 10in (TN)
179	B3314 TD Mains
180	331350 TD Mains 12in & Grtr (TN)
181	B3314 TD Mains
182	333000 Services
183	B3334 Services
184	334100 Meters
185	B3344 Meters & Meter Installati
186	334110 Meters Bronze Case
187	B3344 Meters & Meter Installati
188	334200 Meter Installations
189	B3344 Meters & Meter Installati
190	335000 Hydrants
191	B3354 Hydrants
192	340100 Office Furniture & Equip
193	B3405 Office Furniture & Equip
194	340220 Comp & Periph Personal
195	B3405 Office Furniture & Equip
196	340230 Comp & Periph Other
197	B3405 Office Furniture & Equip
198	341200 Trans Equip Hvy Duty Trks
199	B3415 Transportation Equip
200	341400 Trans Equip Other

	B	C	D	E	F
151					
152	0.00	46,099.00	0.00	46,099.00	B01
153					
154					
155	29,427.54	29,427.54	0.00	0.00	B01
156					
157	3,117.71	3,117.71	0.00	0.00	B01
158					
159	5,184.33	5,184.33	0.00	11,902.45	B01
160					
161	0.00	0.00	17,398.99	17,398.99	B01
162					
163	0.00	127,957.21	0.00	0.00	B01
164					
165	0.00	13,556.55	0.00	0.00	B01
166					
167	0.00	90,154.73	0.00	0.00	B01
168					
169	(183,335.64)	246,518.13	0.00	0.00	B01
170					
171	0.00	287,534.61	0.00	72,817.13	B01
172					
173	(6,917.03)	0.00	0.00	29,769.63	B01
174					
175	0.00	553.86	0.00	0.00	B01
176					
177	3,060.87	92,568.10	18,775.09	22,695.83	B01
178					
179	(6,555.22)	1,727,438.99	180,244.03	378,983.10	B01
180					
181	15,272.27	1,128,476.58	874,424.49	1,036,622.12	B01
182					
183	44,339.79	1,021,605.06	(442,563.97)	108,056.95	B01
184					
185	(1,524.49)	11,825.26	(110,030.00)	11,825.26	B01
186					
187	(273,656.35)	171.47	0.00	0.00	B01
188					
189	(84,390.79)	54,437.74	(288,000.00)	54,175.44	B01
190					
191	(24,243.45)	226,440.75	17,941.57	46,197.27	B01
192					
193	0.00	4,019.04	18,010.43	18,010.43	B01
194					
195	(23,849.14)	1,132.11	0.00	0.00	B01
196					
197	(24,802.36)	7,328.94	3,645.63	3,645.63	B01
198					
199	0.00	379,752.00	0.00	0.00	B01
200					

	G	H	I
151			
152	101100		B101
153			
154			
155	106000	304100	B3042
156			
157	106000	304200	B3042
158			
159	106000	304300	B3043
160			
161	106000	304400	B3044
162			
163	106000	304500	B3045
164			
165	106000	311500	B3112
166			
167	106000	311520	B3112
168			
169	106000	320100	B3203
170			
171	106000	330003	B3304
172			
173	106000	330100	B3304
174			
175	106000	331001	B3314
176			
177	106000	331100	B3314
178			
179	106000	331210	B3314
180			
181	106000	331350	B3314
182			
183	106000	333000	B3334
184			
185	106000	334100	B3344
186			
187	106000	334110	B3344
188			
189	106000	334200	B3344
190			
191	106000	335000	B3354
192			
193	106000	340100	B3405
194			
195	106000	340220	B3405
196			
197	106000	340230	B3405
198			
199	106000	341200	B3415
200			

	A
201	B3415 Transportation Equip
202	343000 Tools,Shop,Garage Equip
203	B3435 Tools, Shop, Garage Equip
204	344000 Laboratory Equipment
205	B3445 Laboratory Equipment
206	346200 Comm Equip Telephone
207	B3465 Communication Equip
208	347000 Misc Equipment
209	B3475 Miscellaneous Equip
210	B01 Utility Plant Original Cost
211	
212	B02 CWIP
213	105050 CWIP Accr-Infra
214	21 CWIP Accr-Infra
215	B105 CWIP
216	31 CWIP Accr-Plant
217	B105 CWIP
218	105110 CWIP History
219	1 CWIP History
220	B105 CWIP
221	31 CWIP History-Plant
222	B105 CWIP
223	105125 CWIP Permits & Fees
224	1 CWIP Permits & Fees
225	B105 CWIP
226	21 CWIP Permits-Infrastr
227	B105 CWIP
228	31 CWIP Permits-Plant
229	B105 CWIP
230	105150 CWIP M&S & Purchases
231	CWIP M&S & Purchases
232	B105 CWIP
233	1 CWIP M&S & Purchases
234	B105 CWIP
235	11 CWIP M & S-Bldgs
236	B105 CWIP
237	21 CWIP M & S-Infrastr
238	B105 CWIP
239	31 CWIP M & S-Plant
240	B105 CWIP
241	105175 CWIP Professional Services
242	1 CWIP Professional Services
243	B105 CWIP
244	21 CWIP Prof Svc-Infrastr
245	B105 CWIP
246	31 CWIP Prof Svc-Plant
247	B105 CWIP
248	105200 CWIP Co Labor
249	1 CWIP Co Labor
250	B105 CWIP

	B	C	D	E	F
201	0.00	0.00	28,414.98	28,414.98	B01
202					
203	6,941.07	11,603.03	15,353.48	15,353.48	B01
204					
205	5,951.36	14,075.76	2,537.67	2,537.67	B01
206					
207	(3,282.27)	0.00	0.00	0.00	B01
208					
209	(4,950.28)	60,955.05	0.00	0.00	B01
210	213,827.02	203,022,685.01	329,530.31	192,838,205.78	
211					
212					
213					
214					
215	(98,762.33)	40,460.06	330,367.55	678,967.56	B02
216					
217	14,634.65	148,903.93	81,829.38	89,634.69	B02
218					
219					
220	0.00	873,391.07	0.00	873,391.07	B02
221					
222	0.00	4,063.93	0.00	4,063.93	B02
223					
224					
225	0.00	139,371.47	0.00	139,371.47	B02
226					
227	1,595.83	586,108.19	0.00	491,706.93	B02
228					
229	250.00	250.00	0.00	0.00	B02
230					
231					
232	0.00	(512.98)	(1,066.84)	(717.12)	B02
233					
234	0.00	11,775,885.53	0.00	11,775,885.53	B02
235					
236	0.00	48,681.22	0.00	48,681.22	B02
237					
238	277,596.73	10,342,928.33	235,155.83	7,871,844.89	B02
239					
240	(114,767.32)	6,056,252.38	69,141.36	5,078,894.45	B02
241					
242					
243	0.00	7,762.52	0.00	7,762.52	B02
244					
245	0.00	208,326.55	0.00	206,995.52	B02
246					
247	0.00	3,557.81	0.00	3,118.50	B02
248					
249					
250	0.00	2,132,747.00	0.00	2,132,747.00	B02

	G	H	I
201	106000	341400	B3415
202			
203	106000	343000	B3435
204			
205	106000	344000	B3445
206			
207	106000	346200	B3465
208			
209	106000	347000	B3475
210			
211			
212			
213			
214			
215	105050	21	B105
216			
217	105050	31	B105
218			
219			
220	105110	1	B105
221			
222	105110	31	B105
223			
224			
225	105125	1	B105
226			
227	105125	21	B105
228			
229	105125	31	B105
230			
231			
232	105150		B105
233			
234	105150	1	B105
235			
236	105150	11	B105
237			
238	105150	21	B105
239			
240	105150	31	B105
241			
242			
243	105175	1	B105
244			
245	105175	21	B105
246			
247	105175	31	B105
248			
249			
250	105200	1	B105

	A
251	21 CWIP Co Labor-Infrastr
252	B105 CWIP
253	31 CWIP Co Labor-Plant
254	B105 CWIP
255	105250 CWIP Co Labor OH
256	1 CWIP Co Labor OH
257	B105 CWIP
258	21 CWIP Labor OH-Infrastr
259	B105 CWIP
260	31 CWIP Labor OH-Plant
261	B105 CWIP
262	105260 CWIP Overhead
263	1 CWIP Overhead
264	B105 CWIP
265	11 CWIP Overhead-Bldgs
266	B105 CWIP
267	21 CWIP Overhead-Infrastr
268	B105 CWIP
269	31 CWIP Overhead-Plant
270	B105 CWIP
271	105270 CWIP AWWSC Chg-Infrastr
272	21 CWIP AWWSC Chg-Infrastr
273	B105 CWIP
274	31 CWIP AWWSC Chg-Plant
275	B105 CWIP
276	105275 CWIP Contracted Services
277	1 CWIP Contracted Services
278	B105 CWIP
279	21 CWIP Contr Svc-Infrastr
280	B105 CWIP
281	31 CWIP Contr Svc-Plant
282	B105 CWIP
283	105280 CWIP Retainage
284	1 CWIP Retainage
285	B105 CWIP
286	21 CWIP Retainage-Infrastr
287	B105 CWIP
288	105300 CWIP Paving
289	1 CWIP Paving
290	B105 CWIP
291	21 CWIP Paving-Infrastr
292	B105 CWIP
293	105350 CWIP AFUDC Debt
294	1 CWIP AFUDC Debt
295	B105 CWIP
296	21 CWIP AFUDC Debt-Infrastr
297	B105 CWIP
298	31 CWIP AFUDC Debt-Plant
299	B105 CWIP
300	105375 CWIP AFUDC Equity

	B	C	D	E	F
251					
252	50,082.13	3,256,519.47	45,668.85	2,628,495.09	B02
253					
254	0.00	689,733.13	0.00	679,472.74	B02
255					
256					
257	0.00	1,536,397.70	0.00	1,536,572.87	B02
258					
259	33,314.24	2,231,407.78	27,583.60	1,773,158.57	B02
260					
261	0.00	266,900.59	0.00	266,699.32	B02
262					
263					
264	0.00	565,577.28	0.00	565,577.28	B02
265					
266	0.00	7,590.50	0.00	7,590.50	B02
267					
268	48,239.47	5,231,559.07	54,398.79	4,394,198.91	B02
269					
270	(10,956.90)	1,021,171.04	8,846.79	754,096.20	B02
271					
272					
273	0.00	362,970.21	0.00	358,299.84	B02
274					
275	4,392.75	112,348.15	2,484.74	69,712.22	B02
276					
277					
278	0.00	8,050,346.99	0.00	8,050,346.99	B02
279					
280	179,740.57	27,557,754.12	303,743.83	23,315,566.68	B02
281					
282	(10,920.00)	5,013,673.12	15,355.25	3,675,162.03	B02
283					
284					
285	0.00	24,826.46	0.00	24,826.46	B02
286					
287	0.00	75,944.12	0.00	75,944.12	B02
288					
289					
290	0.00	81,374.39	0.00	81,374.39	B02
291					
292	23,866.51	928,719.89	9,394.77	743,079.45	B02
293					
294					
295	0.00	323,399.93	0.00	323,399.93	B02
296					
297	427.30	206,252.89	1,967.35	199,661.68	B02
298					
299	3,727.36	299,092.09	770.26	282,586.77	B02
300					

	G	H	I
251			
252	105200	21	B105
253			
254	105200	31	B105
255			
256			
257	105250	1	B105
258			
259	105250	21	B105
260			
261	105250	31	B105
262			
263			
264	105260	1	B105
265			
266	105260	11	B105
267			
268	105260	21	B105
269			
270	105260	31	B105
271			
272			
273	105270	21	B105
274			
275	105270	31	B105
276			
277			
278	105275	1	B105
279			
280	105275	21	B105
281			
282	105275	31	B105
283			
284			
285	105280	1	B105
286			
287	105280	21	B105
288			
289			
290	105300	1	B105
291			
292	105300	21	B105
293			
294			
295	105350	1	B105
296			
297	105350	21	B105
298			
299	105350	31	B105
300			

	A
301	1 CWIP AFUDC Equity
302	B105 CWIP
303	21 CWIP AFUDC Eqty-Infrastr
304	B105 CWIP
305	31 CWIP AFUDC Eqty-Plant
306	B105 CWIP
307	105390 CWIP Trans Prior Yr Chgs
308	1 CWIP Trans Prior Yr Chgs
309	B105 CWIP
310	21 CWIP Tran PY Chg-Infrastr
311	B105 CWIP
312	31 CWIP Tran PY Chg-Plant
313	B105 CWIP
314	105900 CWIP Transfer to UPIS
315	CWIP Transfer to UPIS
316	B105 CWIP
317	1 CWIP Transfer to UPIS
318	B105 CWIP
319	21 CWIP Tran UPIS-Infrastr
320	B105 CWIP
321	31 CWIP Tran UPIS-Plant
322	B105 CWIP
323	B02 CWIP
324	
325	B03 Accumulated Depreciation
326	108105 AD UPIS-Acc Depr-Not Classifd
327	AD UPIS-Acc Depr-Not Classif
328	B1081 Accu Depr-UP in Serv
329	01 AD UPIS-AccDepr-Oper Bldgs
330	B1081 Accu Depr-UP in Serv
331	02 AD UPIS-AccDepr-Admin Bldgs
332	B1081 Accu Depr-UP in Serv
333	04 AD UPIS-AccDepr-Fin Leases
334	B1081 Accu Depr-UP in Serv
335	05 AD UPIS-AccDepr-Infrastructu
336	B1081 Accu Depr-UP in Serv
337	06 AD UPIS-AccDepr-Op Water Pro
338	B1081 Accu Depr-UP in Serv
339	07 AD UPIS-AccDepr-Oth Op Equip
340	B1081 Accu Depr-UP in Serv
341	08 AD UPIS-AccDepr-Office Equip
342	B1081 Accu Depr-UP in Serv
343	108110 AD UPIS-Removal Cost
344	AD UPIS-Removal Cost
345	B1081 Accu Depr-UP in Serv
346	108115 AD UPIS-Salvage
347	AD UPIS-Salvage
348	B1081 Accu Depr-UP in Serv
349	108120 AD UPIS-Scrap Meters
350	AD UPIS-Scrap Meters

	B	C	D	E	F
301					
302	0.00	329,891.24	0.00	329,891.24	B02
303					
304	462.33	242,871.81	2,128.06	235,740.17	B02
305					
306	4,033.07	310,852.34	833.43	292,993.40	B02
307					
308					
309	0.00	58,009.12	0.00	58,009.12	B02
310					
311	0.00	(348,002.73)	0.00	(348,002.73)	B02
312					
313	0.00	42,429.68	0.00	42,429.68	B02
314					
315					
316	0.00	(553.86)	0.00	0.00	B02
317					
318	0.00	(25,780,055.89)	0.00	(25,780,055.89)	B02
319					
320	(345,917.60)	(51,530,356.24)	(250,791.21)	(41,636,952.47)	B02
321					
322	129,053.44	(11,632,095.43)	(85,361.18)	(9,671,550.46)	B02
323	190,092.23	1,904,725.97	852,450.61	2,730,672.26	
324					
325					
326					
327					
328	0.00	(42,266,608.78)	0.00	(42,263,077.51)	B03
329					
330	(32,283.49)	(2,116,355.92)	(32,474.14)	(1,730,803.87)	B03
331					
332	(4,133.66)	(238,548.15)	(4,243.49)	(192,504.92)	B03
333					
334	(512.96)	(3,817.92)	0.00	0.00	B03
335					
336	(161,449.05)	(10,221,900.86)	(154,957.24)	(8,266,234.27)	B03
337					
338	(82,038.20)	(4,848,761.36)	(79,208.62)	(3,883,740.87)	B03
339					
340	(42,350.52)	(2,451,963.89)	(42,683.56)	(1,930,662.46)	B03
341					
342	(78,723.39)	(4,215,975.48)	(82,560.79)	(3,339,842.58)	B03
343					
344					
345	0.00	670,400.56	0.00	670,400.56	B03
346					
347					
348	0.00	(37,006.15)	0.00	(3,932.37)	B03
349					
350					

	G	H	I
301			
302	105375	1	B105
303			
304	105375	21	B105
305			
306	105375	31	B105
307			
308			
309	105390	1	B105
310			
311	105390	21	B105
312			
313	105390	31	B105
314			
315			
316	105900		B105
317			
318	105900	1	B105
319			
320	105900	21	B105
321			
322	105900	31	B105
323			
324			
325			
326			
327			
328	108105		B1081
329			
330	108105	1	B1081
331			
332	108105	2	B1081
333			
334	108105	4	B1081
335			
336	108105	5	B1081
337			
338	108105	6	B1081
339			
340	108105	7	B1081
341			
342	108105	8	B1081
343			
344			
345	108110		B1081
346			
347			
348	108115		B1081
349			
350			

	A
351	B1081 Accu Depr-UP in Serv
352	108125 AD UPIS-Salv Ins Rec
353	AD UPIS-Salv Ins Rec
354	B1081 Accu Depr-UP in Serv
355	108130 AD UPIS-Salv Rtrn Stk
356	AD UPIS-Salv Rtrn Stk
357	B1081 Accu Depr-UP in Serv
358	108135 AD UPIS-Salv Trade-In
359	AD UPIS-Salv Trade-In
360	B1081 Accu Depr-UP in Serv
361	108140 AD UPIS-Salv Sale
362	AD UPIS-Salv Sale
363	B1081 Accu Depr-UP in Serv
364	108145 AD UPIS-Orig Cost-Not Classifd
365	AD UPIS-Orig Cost-Not Classi
366	B1081 Accu Depr-UP in Serv
367	108190 Acc Depr Reg Asset
368	Acc Depr Reg Asset
369	B1081 Accu Depr-UP in Serv
370	110110 Acc Amort UP Cap Lease
371	Acc Amort UP Cap Lease
372	B1101 Accu Amort-UP in Serv
373	B03 Accumulated Depreciation
374	
375	B04 UPAA
376	114300 UPAA Post 1/1/06
377	UPAA Post 1/1/06
378	B114 UPAA
379	B04 UPAA
380	
381	B08 Other Investments
382	123140 Goodwill
383	Goodwill
384	B123 Investment in Assoc Co
385	B08 Other Investments
386	
387	B10 Cash & Cash Equivalents
388	131326 First Union Bank
389	001 First Union Bank
390	B1312 Cash in Bank
391	002 SunTrust
392	B1312 Cash in Bank
393	003 BB&T
394	B1312 Cash in Bank
395	004 Deutsche Bank
396	B1312 Cash in Bank
397	005 Cash-Mellon Lockbox
398	B1312 Cash in Bank
399	131998 Cash Clear-NSF Checks
400	001 Cash Clear-NSF Checks

	B	C	D	E	F
351	0.00	(48,539.51)	0.00	(48,539.51)	B03
352					
353					
354	0.00	(33,331.94)	0.00	(33,331.94)	B03
355					
356					
357	0.00	(20,799.10)	0.00	(20,799.10)	B03
358					
359					
360	0.00	(27,975.00)	0.00	(27,975.00)	B03
361					
362					
363	0.00	(9,860.00)	0.00	(9,860.00)	B03
364					
365					
366	3,037.14	8,025,574.69	6,622.08	6,355,551.32	B03
367					
368					
369	(98.00)	(18,370.18)	(98.00)	(17,194.18)	B03
370					
371					
372	(8,836.11)	(1,069,169.31)	(8,836.11)	(963,135.99)	B03
373	(407,388.24)	(58,933,008.30)	(398,439.87)	(55,705,682.69)	
374					
375					
376					
377					
378	0.00	74,850.17	0.00	123,170.17	B04
379	0.00	74,850.17	0.00	123,170.17	
380					
381					
382					
383					
384	0.00	0.00	0.00	(48,320.00)	B08
385	0.00	0.00	0.00	(48,320.00)	
386					
387					
388					
389					
390	0.00	0.00	0.00	0.00	B10
391					
392	0.00	3,553.73	0.00	8,715.11	B10
393					
394	0.00	0.00	0.00	0.00	B10
395					
396	15,974.44	(225.43)	(66,167.88)	78,860.27	B10
397					
398	199,989.22	306,874.76	0.00	0.00	B10
399					
400					

	G	H	I
351	108120		B1081
352			
353			
354	108125		B1081
355			
356			
357	108130		B1081
358			
359			
360	108135		B1081
361			
362			
363	108140		B1081
364			
365			
366	108145		B1081
367			
368			
369	108190		B1081
370			
371			
372	110110		B1101
373			
374			
375			
376			
377			
378	114300		B114
379			
380			
381			
382			
383			
384	123140		B123
385			
386			
387			
388			
389			
390	131326	1	B1312
391			
392	131326	2	B1312
393			
394	131326	3	B1312
395			
396	131326	4	B1312
397			
398	131326	5	B1312
399			
400			

	A
401	B1312 Cash in Bank
402	003 Cash Clear-Misc DR/CR
403	B1312 Cash in Bank
404	004 Cash Clear-MI's
405	B1312 Cash in Bank
406	005 Cash Clear-ORCOM
407	B1312 Cash in Bank
408	006 Cash Clear-Interco
409	B1312 Cash in Bank
410	008 Cash Clear-General
411	B1312 Cash in Bank
412	009 Cash Clear-ARC DR/CR
413	B1312 Cash in Bank
414	134100 Petty Cash
415	Petty Cash
416	B134 Working Funds
417	B10 Cash & Cash Equivalents
418	
419	B12 Customer Accounts Receivable
420	141000 Customer A/R
421	Customer A/R
422	B141 Customer Accts Receivable
423	141999 Customer A/R Clearing
424	Customer A/R Clearing
425	B141 Customer Accts Receivable
426	B12 Customer Accounts Receivable
427	
428	B13 Allowance for Uncollectible A/
429	143000 Accum prov-uncoll accts
430	Accum prov-uncoll accts
431	B143 Accu Prov for Uncollectib
432	B13 Allowance for Uncollectible A/
433	
434	B14 Accrued Utility Revenue
435	144000 Accrued Utility Revenue
436	Accrued Utility Revenue
437	B173 Accrued Utility Revenues
438	B14 Accrued Utility Revenue
439	
440	B15 FIT Refund Due From Assoc Co
441	145000 FIT Refund Receivable
442	FIT Refund Receivable
443	B142 Other Accounts Receivable
444	145100 SIT Refund Receivable
445	SIT Refund Receivable
446	B142 Other Accounts Receivable
447	B15 FIT Refund Due From Assoc Co
448	
449	B16 Miscellaneous Receivables
450	146100 Misc A/R-System

	B	C	D	E	F
401	(571.39)	(890.73)	269.08	471.25	B10
402					
403	0.00	0.00	117.45	60.00	B10
404					
405	(384.23)	(360.61)	0.00	0.00	B10
406					
407	0.00	0.00	0.00	48.84	B10
408					
409	853.85	409.73	2,214.30	1,014.11	B10
410					
411	0.00	0.00	65,117.30	212,187.37	B10
412					
413	0.00	0.00	(15.62)	49.33	B10
414					
415					
416	0.00	200.00	(8.00)	200.00	B10
417	215,861.89	309,561.45	1,526.63	301,606.28	
418					
419					
420					
421					
422	441,120.91	3,160,700.86	784,756.29	3,261,094.13	B12
423					
424					
425	0.00	0.00	0.00	(21.73)	B12
426	441,120.91	3,160,700.86	784,756.29	3,261,072.40	
427					
428					
429					
430					
431	(19,239.52)	(261,418.75)	27,857.00	(326,576.65)	B13
432	(19,239.52)	(261,418.75)	27,857.00	(326,576.65)	
433					
434					
435					
436					
437	33,897.89	1,873,528.95	372,265.81	1,982,414.65	B14
438	33,897.89	1,873,528.95	372,265.81	1,982,414.65	
439					
440					
441					
442					
443	(16,634.00)	0.00	(6,549.92)	0.00	B15
444					
445					
446	(189,987.00)	0.00	(179,191.06)	0.00	B15
447	(206,621.00)	0.00	(185,740.98)	0.00	
448					
449					
450					

	G	H	I
401	131998	1	B1312
402			
403	131998	3	B1312
404			
405	131998	4	B1312
406			
407	131998	5	B1312
408			
409	131998	6	B1312
410			
411	131998	8	B1312
412			
413	131998	9	B1312
414			
415			
416	134100		B134
417			
418			
419			
420			
421			
422	141000		B141
423			
424			
425	141999		B141
426			
427			
428			
429			
430			
431	143000		B143
432			
433			
434			
435			
436			
437	144000		B173
438			
439			
440			
441			
442			
443	145000		B142
444			
445			
446	145100		B142
447			
448			
449			
450			

	A
451	Misc A/R-System
452	B142 Other Accounts Receivable
453	146105 Misc A/R-Retro Ins
454	Misc A/R-Retro Ins
455	B142 Other Accounts Receivable
456	146115 Misc A/R-Medicare Subsidy
457	Misc A/R-Medicare Subsidy
458	B142 Other Accounts Receivable
459	146120 Misc A/R-Collections by Others
460	Misc A/R-Collections by Othe
461	B142 Other Accounts Receivable
462	146370 Accum prov-uncoll misc a/r
463	Accum prov-uncoll misc a/r
464	B142 Other Accounts Receivable
465	146500 A/R Assoc Cos
466	SLPP A/R Assoc Cos-SLPP
467	B145 A/R from Assoc Co
468	B16 Miscellaneous Receivables
469	
470	B17 Materials & Supplies
471	151100 Plant Material
472	Plant Material
473	B151 Plant Material & Supplies
474	151300 Chemicals
475	Chemicals
476	B151 Plant Material & Supplies
477	B17 Materials & Supplies
478	
479	B19 Prepayments
480	165100 Prepaid Taxes
481	Prepaid Taxes
482	B162 Prepayments
483	165200 Prepaid Insurance
484	Prepaid Insurance
485	B162 Prepayments
486	165300 Prepaid PUC/PSC Assessments
487	Prepaid PUC/PSC Assessments
488	B162 Prepayments
489	165500 Prepaid Other
490	Prepaid Other
491	B162 Prepayments
492	174100 Deferred Vacation Pay
493	Deferred Vacation Pay
494	B174 Misc Current & Accr Asset
495	174200 Curr State Def Tax
496	Curr State Def Tax
497	B174 Misc Current & Accr Asset
498	174300 Curr Fed Def Tax
499	Curr Fed Def Tax
500	B174 Misc Current & Accr Asset

	B	C	D	E	F
451					
452	(9,292.10)	20,974.86	(3,675.68)	19,184.53	B16
453					
454					
455	28,708.32	28,708.32	0.00	0.00	B16
456					
457					
458	0.00	33,896.52	0.00	35,768.35	B16
459					
460					
461	0.00	0.00	0.00	0.00	B16
462					
463					
464	0.00	(5,936.62)	1,198.72	(93.33)	B16
465					
466					
467	(17.41)	1,514.82	3,406.05	5,126.20	B16
468	19,398.81	79,157.90	929.09	59,985.75	
469					
470					
471					
472					
473	(21,667.41)	226,448.92	(57,589.12)	234,103.74	B17
474					
475					
476	8,378.48	107,253.11	2,712.93	76,903.25	B17
477	(13,288.93)	333,702.03	(54,876.19)	311,006.99	
478					
479					
480					
481					
482	(48,185.08)	0.05	(33,775.67)	0.00	B19
483					
484					
485	(52,318.65)	60,476.32	65,776.73	178,843.45	B19
486					
487					
488	(6,295.73)	37,774.37	(5,427.75)	32,566.50	B19
489					
490					
491	(19,410.24)	49,044.87	(7,869.89)	20,594.41	B19
492					
493					
494	(99,779.12)	74,878.11	(89,855.81)	43,430.78	B19
495					
496					
497	0.00	12,599.00	0.00	12,599.00	B19
498					
499					
500	0.00	63,429.00	0.00	63,429.00	B19

	G	H	I
451			
452	146100		B142
453			
454			
455	146105		B142
456			
457			
458	146115		B142
459			
460			
461	146120		B142
462			
463			
464	146370		B142
465			
466			
467	146500	SLPP	B145
468			
469			
470			
471			
472			
473	151100		B151
474			
475			
476	151300		B151
477			
478			
479			
480			
481			
482	165100		B162
483			
484			
485	165200		B162
486			
487			
488	165300		B162
489			
490			
491	165500		B162
492			
493			
494	174100		B174
495			
496			
497	174200		B174
498			
499			
500	174300		B174

	A
501	B19 Prepayments
502	
503	B23 Debt & Preferred Stock Exp
504	181110 Unamort Debt Exp-Out
505	Unamort Debt Exp-Out
506	B181 Unamort Debt Expense
507	181120 Unamort Debt Exp-In
508	AW46 Unamort Debt AW46
509	B181 Unamort Debt Expense
510	181121 Unamort Debt AW46 NoIAS
511	AW46 Unamort Debt AW46 NoIAS
512	B181 Unamort Debt Expense
513	B23 Debt & Preferred Stock Exp
514	
515	B24 Deferred Rate Proceedings
516	182000 Deferred Rate Proceedings
517	Deferred Rate Proceedings
518	B1861 Deferred Rate Case
519	B24 Deferred Rate Proceedings
520	
521	B25 Preliminary Survey & Invest
522	183000 Prelim Survey & Invest
523	Prelim Survey & Invest
524	B183 Prelim Survey & Invest
525	B25 Preliminary Survey & Invest
526	
527	B26 Deferred Regulatory Asset
528	186030 Reg Asset-AFUDC-Eq-CWIP
529	Reg Asset-AFUDC-Eq-CWIP
530	B1862 Other Deferred Debits
531	186035 Reg Asset-AFUDC-Equity
532	Reg Asset-AFUDC-Equity
533	B1862 Other Deferred Debits
534	186040 Reg Asset-Plt Flow-Diff
535	Reg Asset-Plt Flow-Diff
536	B1862 Other Deferred Debits
537	186045 Reg Asset-Other
538	Reg Asset-Other
539	B1862 Other Deferred Debits
540	186051 Reg Asset-St Tax Chg
541	Reg Asset-St Tax Chg
542	B1862 Other Deferred Debits
543	186055 Reg Asset-Accum Amort
544	Reg Asset-Accum Amort
545	B1862 Other Deferred Debits
546	B26 Deferred Regulatory Asset
547	
548	B27 Other Deferred Debits
549	183280 DEF-Customer Service Project
550	DEF-Customer Service Project

	B	C	D	E	F
501	(225,988.82)	298,201.72	(71,152.39)	351,463.14	
502					
503					
504					
505					
506	(315.03)	58,429.23	(936.53)	69,406.51	B23
507					
508					
509	(417.08)	13,763.64	(417.06)	18,767.84	B23
510					
511					
512	(1,030.21)	95,131.74	(1,036.23)	107,964.35	B23
513	(1,762.32)	167,324.61	(2,389.82)	196,138.70	
514					
515					
516					
517					
518	75,632.28	909,695.75	664,841.61	1,093,088.52	B24
519	75,632.28	909,695.75	664,841.61	1,093,088.52	
520					
521					
522					
523					
524	0.00	0.00	0.00	0.00	B25
525	0.00	0.00	0.00	0.00	
526					
527					
528					
529					
530	6,489.98	18,264.47	1,876.41	97,114.51	B26
531					
532					
533	0.00	1,007,866.19	0.00	909,540.41	B26
534					
535					
536	(43,588.00)	4,738,241.48	(41,518.00)	5,248,877.48	B26
537					
538					
539	(7,569.00)	1,401,494.07	(7,569.00)	1,492,322.07	B26
540					
541					
542	3,686.00	2,690,359.00	3,686.00	2,646,127.00	B26
543					
544					
545	(2,031.65)	(191,276.72)	(1,214.00)	(165,467.25)	B26
546	(43,012.67)	9,664,948.49	(44,738.59)	10,228,514.22	
547					
548					
549					
550					

	G	H	I
501			
502			
503			
504			
505			
506	181110		B181
507			
508			
509	181120	AW46	B181
510			
511			
512	181121	AW46	B181
513			
514			
515			
516			
517			
518	182000		B1861
519			
520			
521			
522			
523			
524	183000		B183
525			
526			
527			
528			
529			
530	186030		B1862
531			
532			
533	186035		B1862
534			
535			
536	186040		B1862
537			
538			
539	186045		B1862
540			
541			
542	186051		B1862
543			
544			
545	186055		B1862
546			
547			
548			
549			
550			

	A
551	B183 Prelim Survey & Invest
552	183281 DEF-Financial Services Project
553	DEF-Financial Services Proje
554	B183 Prelim Survey & Invest
555	184100 Eng Clearing Dist OH
556	Eng Clearing Dist OH
557	B184 Clearing Accounts
558	184101 Eng Clearing Eng OH
559	Eng Clearing Eng OH
560	B184 Clearing Accounts
561	184102 Mngmt Studu - AMR
562	Mngmt Studu - AMR
563	B184 Clearing Accounts
564	184103 Mngmt Study - Pipe Assmnt
565	Mngmt Study - Pipe Assmnt
566	B184 Clearing Accounts
567	185110 RWIP History
568	RWIP History
569	B1862 Other Deferred Debits
570	185125 RWIP Permits, Fees & Premiums
571	RWIP Permits, Fees & Premium
572	B1862 Other Deferred Debits
573	21 RWIP Permits, Fees & Premium
574	B1862 Other Deferred Debits
575	185150 RWIP M & S and Purchases
576	RWIP M & S and Purchases
577	B1862 Other Deferred Debits
578	21 RWIP M & S and Purchases
579	B1862 Other Deferred Debits
580	185200 RWIP Co Labor
581	RWIP Co Labor
582	B1862 Other Deferred Debits
583	21 RWIP Co Labor
584	B1862 Other Deferred Debits
585	185250 RWIP Co Labor OH
586	RWIP Co Labor OH
587	B1862 Other Deferred Debits
588	21 RWIP Co Labor OH
589	B1862 Other Deferred Debits
590	185260 RWIP Indirect Labor
591	21 RWIP Indirect Labor
592	B1862 Other Deferred Debits
593	185275 RWIP Contracted Services
594	RWIP Contracted Services
595	B1862 Other Deferred Debits
596	21 RWIP Contracted Services
597	B1862 Other Deferred Debits
598	31 RWIP Contracted Services
599	B1862 Other Deferred Debits
600	185300 RWIP Paving

	B	C	D	E	F
551	(8,175.97)	498,734.17	(8,175.97)	596,845.81	B27
552					
553					
554	(3,063.36)	186,864.96	(3,063.36)	223,625.28	B27
555					
556					
557	27,370.14	141,010.77	93,584.73	(40,491.97)	B27
558					
559					
560	19,447.95	45,699.95	(30,084.57)	(1,854.26)	B27
561					
562					
563	20.57	285.57	402.23	378.92	B27
564					
565					
566	21.63	261.65	35.48	316.58	B27
567					
568					
569	0.00	0.00	0.00	0.00	B27
570					
571					
572	0.00	5,398.00	0.00	5,398.00	B27
573					
574	265.00	3,710.00	0.00	0.00	B27
575					
576					
577	0.00	14,724.58	0.00	15,686.58	B27
578					
579	280.91	3,302.51	0.00	127.32	B27
580					
581					
582	0.00	283,698.88	519.09	283,523.36	B27
583					
584	7,965.58	139,886.72	7,024.93	13,517.65	B27
585					
586					
587	0.00	171,382.49	314.85	171,294.56	B27
588					
589	4,641.07	86,958.51	3,504.65	6,624.12	B27
590					
591					
592	1,253.17	1,253.17	0.00	0.00	B27
593					
594					
595	0.00	704,755.87	806.60	672,073.62	B27
596					
597	0.00	15,983.50	0.00	11,191.43	B27
598					
599	0.00	114,270.79	0.00	0.00	B27
600					

	G	H	I
551	183280		B183
552			
553			
554	183281		B183
555			
556			
557	184100		B184
558			
559			
560	184101		B184
561			
562			
563	184102		B184
564			
565			
566	184103		B184
567			
568			
569	185110		B1862
570			
571			
572	185125		B1862
573			
574	185125	21	B1862
575			
576			
577	185150		B1862
578			
579	185150	21	B1862
580			
581			
582	185200		B1862
583			
584	185200	21	B1862
585			
586			
587	185250		B1862
588			
589	185250	21	B1862
590			
591			
592	185260	21	B1862
593			
594			
595	185275		B1862
596			
597	185275	21	B1862
598			
599	185275	31	B1862
600			

	A
601	RWIP Paving
602	B1862 Other Deferred Debits
603	21 RWIP Paving
604	B1862 Other Deferred Debits
605	185315 RWIP Salvage
606	RWIP Salvage
607	B1862 Other Deferred Debits
608	185320 RWIP Scrap Meters
609	21 RWIP Scrap Meters
610	B1862 Other Deferred Debits
611	185340 RWIP Sale
612	RWIP Sale
613	B1862 Other Deferred Debits
614	185999 RWIP Clear Removal & Salvage
615	RWIP Clear Removal & Salvage
616	B1862 Other Deferred Debits
617	21 RWIP Clear Removal & Salvage
618	B1862 Other Deferred Debits
619	186405 DDA-RIA Software Licen
620	DDA-RIA Software Licen
621	B1862 Other Deferred Debits
622	186408 DDA-Def Service Co Pension
623	DDA-Def Service Co Pension
624	B1862 Other Deferred Debits
625	186422 DDA-Pension Payment
626	DDA-Pension Payment
627	B1862 Other Deferred Debits
628	186426 DDA-FAS 112 Costs
629	DDA-FAS 112 Costs
630	B1862 Other Deferred Debits
631	186431 DDA-Depreciation Study
632	DDA-Depreciation Study
633	B1862 Other Deferred Debits
634	186432 DDA-Cost of Service Study
635	DDA-Cost of Service Study
636	B1862 Other Deferred Debits
637	186453 DDA-Management Study
638	DDA-Management Study
639	B1862 Other Deferred Debits
640	186492 DDA-Add'l Security Costs
641	DDA-Add'l Security Costs
642	B1862 Other Deferred Debits
643	186703 DDN-Prelim Financing E
644	DDN-Prelim Financing E
645	B1862 Other Deferred Debits
646	186704 DDN-Undistributed Items
647	DDN-Undistributed Items
648	B1862 Other Deferred Debits
649	186705 DDN-IC Rec/Pay Clearing
650	DDN-IC Rec/Pay Clearing

	B	C	D	E	F
601					
602	0.00	37,411.17	0.00	37,411.17	B27
603					
604	1,556.00	4,387.76	0.00	684.38	B27
605					
606					
607	0.00	(125.40)	0.00	0.00	B27
608					
609					
610	0.00	(32,948.38)	0.00	0.00	B27
611					
612					
613	0.00	(4,000.00)	0.00	(4,000.00)	B27
614					
615					
616	0.00	(1,133,524.11)	0.00	(1,132,051.55)	B27
617					
618	(20,662.89)	(112,552.46)	0.00	0.00	B27
619					
620					
621	0.00	0.00	(279.17)	1,675.05	B27
622					
623					
624	(12,351.33)	521,090.89	0.00	619,935.87	B27
625					
626					
627	(65,236.17)	1,747,596.50	(17,709.00)	2,245,267.52	B27
628					
629					
630	0.00	24,894.00	0.00	24,894.00	B27
631					
632					
633	7,184.23	79,917.23	0.00	0.00	B27
634					
635					
636	1,229.09	34,613.47	(800.28)	23,558.80	B27
637					
638					
639	0.00	315,338.00	0.00	0.00	B27
640					
641					
642	0.00	0.00	0.00	0.00	B27
643					
644					
645	0.00	0.00	0.00	0.00	B27
646					
647					
648	0.00	0.00	89,269.00	89,269.00	B27
649					
650					

	G	H	I
601			
602	185300		B1862
603			
604	185300	21	B1862
605			
606			
607	185315		B1862
608			
609			
610	185320	21	B1862
611			
612			
613	185340		B1862
614			
615			
616	185999		B1862
617			
618	185999	21	B1862
619			
620			
621	186405		B1862
622			
623			
624	186408		B1862
625			
626			
627	186422		B1862
628			
629			
630	186426		B1862
631			
632			
633	186431		B1862
634			
635			
636	186432		B1862
637			
638			
639	186453		B1862
640			
641			
642	186492		B1862
643			
644			
645	186703		B1862
646			
647			
648	186704		B1862
649			
650			

	A
651	B1862 Other Deferred Debits
652	186711 DDN-Acquisition Costs
653	DDN-Acquisition Costs
654	B1862 Other Deferred Debits
655	186898 DDN-Oth LT Assets
656	DDN-Oth LT Assets
657	B1862 Other Deferred Debits
658	B27 Other Deferred Debits
659	
660	B33 Common Stock
661	201200 Com Stk Subs Interco
662	AW02 Com Stk Subs AW02
663	B201 Common Stk Issued
664	B33 Common Stock
665	
666	B34 Paid In Capital
667	205120 Prem C/S Sub Interco
668	AW02 Prem C/S Sub AW02
669	B207 Premium on Capital Stk
670	205150 Prem P/S Sub Interco
671	AW02 Prem P/S Sub AW02
672	A207 Premium on Capital Stk
673	205300 Gain on res/can I/C
674	Gain on res/can I/C
675	B210 Gain Resle/Cncl Reaqc Cap
676	AW02 Gain on Res/Can AW02
677	B210 Gain Resle/Cncl Reaqc Cap
678	205440 Misc PIC Interco
679	AW02 Misc PIC AW02
680	B211 Other Paid In Capital
681	B34 Paid In Capital
682	
683	B35 Retained Earnings
684	210210 R/E at Acquisition
685	AW02 R/E at Acq AW02
686	B215 Unappropriated R/E
687	210240 R/E Since Acquisition
688	R/E Since Acquisition
689	B215 Unappropriated R/E
690	B35 Retained Earnings
691	
692	B39 Preferred Stock
693	215410 Pref Stk Sub Outside
694	Pref Stk Sub Outside
695	B205 Preferred Stk Subscribed
696	B39 Preferred Stock
697	
698	B40 Long Term Debt
699	221110 Bonds-Outside
700	Bonds-Outside

	B	C	D	E	F
651	0.00	0.00	(22,174.64)	(32,242.68)	B27
652					
653					
654	0.00	0.00	0.00	0.00	B27
655					
656					
657	0.00	0.00	0.00	0.00	B27
658	(38,254.38)	3,900,280.76	113,174.57	3,832,658.56	
659					
660					
661					
662					
663	0.00	(13,754,235.04)	0.00	(13,754,235.04)	B33
664	0.00	(13,754,235.04)	0.00	(13,754,235.04)	
665					
666					
667					
668					
669	0.00	(4,770,766.00)	0.00	(4,770,766.00)	B34
670					
671					
672	0.00	(7,692.00)	0.00	(7,692.00)	B34
673					
674					
675	0.00	0.00	0.00	0.00	B34
676					
677	0.00	(1,590.00)	0.00	(1,590.00)	B34
678					
679					
680	(5,037.67)	(11,021,145.21)	0.00	(3,508,870.47)	B34
681	(5,037.67)	(15,801,193.21)	0.00	(8,288,918.47)	
682					
683					
684					
685					
686	0.00	506,375.76	0.00	506,375.76	B35
687					
688					
689	0.00	(21,167,139.85)	0.00	(19,928,227.96)	B35
690	0.00	(20,660,764.09)	0.00	(19,421,852.20)	
691					
692					
693					
694					
695	0.00	(1,381,600.00)	0.00	(1,381,600.00)	B39
696	0.00	(1,381,600.00)	0.00	(1,381,600.00)	
697					
698					
699					
700					

	G	H	I
651	186705		B1862
652			
653			
654	186711		B1862
655			
656			
657	186898		B1862
658			
659			
660			
661			
662			
663	201200	AW02	B201
664			
665			
666			
667			
668			
669	205120	AW02	B207
670			
671			
672	205150	AW02	A207
673			
674			
675	205300		B210
676			
677	205300	AW02	B210
678			
679			
680	205440	AW02	B211
681			
682			
683			
684			
685			
686	210210	AW02	B215
687			
688			
689	210240		B215
690			
691			
692			
693			
694			
695	215410		B205
696			
697			
698			
699			
700			

	A
701	B221 Bonds
702	221120 Bonds-Inside
703	AW46 Bonds-Inside AW46
704	B221 Bonds
705	224100 Cap Lease Oblig-Out
706	Cap Lease Oblig-Out
707	B224 Other LTD
708	B40 Long Term Debt
709	
710	B43 Bank Debt
711	231200 Notes Pay-Assoc Cos
712	Notes Pay-Assoc Cos
713	B234 N/P Assoc Co
714	AW46 Notes Pay AW46
715	B234 N/P Assoc Co
716	B43 Bank Debt
717	
718	B44 Current Portion LTD
719	232100 Curr Portion LTD-Out
720	Curr Portion LTD-Out
721	B221 Bonds
722	232200 Curr Portion LTD-In
723	AW46 Curr Portion LTD-AW46
724	B221 Bonds
725	232300 Curr Cap Lease Oblig-Out
726	Curr Cap Lease Oblig-Out
727	B224 Other LTD
728	B44 Current Portion LTD
729	
730	B45 Accounts Payable
731	234100 Accts Pay-Gen System
732	Accts Pay-Gen System
733	B231 Accounts Payable
734	234110 Accts Pay-Pcard
735	Accts Pay-Pcard
736	B231 Accounts Payable
737	234200 Accts Pay-Contract Retention
738	Accts Pay-Contract Retention
739	B231 Accounts Payable
740	234300 Accts Pay-Misc
741	Accts Pay-Misc
742	B231 Accounts Payable
743	006 Accts Pay-Wrkbskt Accr
744	B231 Accounts Payable
745	007 Accts Pay-Pcard Accr
746	B231 Accounts Payable
747	008 Accts Pay-I/C Loan Clearing
748	B231 Accounts Payable
749	234350 Accts Pay-Proj Exp Accr
750	Accts Pay-Proj Exp Accr

	B	C	D	E	F
701	0.00	(8,200,000.00)	0.00	(14,700,000.00)	B40
702					
703					
704	0.00	(36,040,000.00)	0.00	(37,060,000.00)	B40
705					
706					
707	12,678.03	(750,728.65)	11,534.63	(896,469.02)	B40
708	12,678.03	(44,990,728.65)	11,534.63	(52,656,469.02)	
709					
710					
711					
712					
713	0.00	0.00	0.00	0.00	B43
714					
715	(6,906,520.22)	(14,909,618.43)	(558,222.64)	(9,284,847.64)	B43
716	(6,906,520.22)	(14,909,618.43)	(558,222.64)	(9,284,847.64)	
717					
718					
719					
720					
721	6,500,000.00	0.00	0.00	0.00	B44
722					
723					
724	0.00	(1,020,000.00)	0.00	(1,020,000.00)	B44
725					
726					
727	(1,143.40)	(145,740.37)	(1,627.42)	(125,823.02)	B44
728	6,498,856.60	(1,165,740.37)	(1,627.42)	(1,145,823.02)	
729					
730					
731					
732					
733	82,055.07	(302,789.89)	44,647.05	(468,245.84)	B45
734					
735					
736	6,986.20	4,459.09	2,346.70	600.89	B45
737					
738					
739	0.00	0.00	0.00	0.00	B45
740					
741					
742	14,847.16	(203,324.36)	(413,443.47)	(555,482.04)	B45
743					
744	(113,755.62)	(163,364.63)	(30,970.44)	(52,325.29)	B45
745					
746	(5,849.68)	(8,047.83)	(3,024.95)	(3,024.95)	B45
747					
748	(3,386.58)	91,417.47	0.00	0.00	B45
749					
750					

	G	H	I
701	221110		B221
702			
703			
704	221120	AW46	B221
705			
706			
707	224100		B224
708			
709			
710			
711			
712			
713	231200		B234
714			
715	231200	AW46	B234
716			
717			
718			
719			
720			
721	232100		B221
722			
723			
724	232200	AW46	B221
725			
726			
727	232300		B224
728			
729			
730			
731			
732			
733	234100		B231
734			
735			
736	234110		B231
737			
738			
739	234200		B231
740			
741			
742	234300		B231
743			
744	234300	6	B231
745			
746	234300	7	B231
747			
748	234300	8	B231
749			
750			

	A
751	B231 Accounts Payable
752	234400 Accts Pay-AWWS
753	AW03 Accts Pay-AW03
754	B234 N/P Assoc Co
755	234500 Accts Pay-Assoc Cos
756	AW46 Accts Pay AW46
757	B233 A/P Assoc Co
758	241253 CFO-WLPP In AW21
759	AW21 CFO-WLPP In AW21
760	B241 Misc Current & Accr Liab
761	241254 CFO-SLPP In AW21
762	AW21 CFO-SLPP In AW21
763	B241 Misc Current & Accr Liab
764	241255 CFO-In Home In AW21
765	AW21 CFO-In Home In AW21
766	B241 Misc Current & Accr Liab
767	241256 CFO-WL/SL In AW21
768	AW21 CFO-WL/SL In AW21
769	B241 Misc Current & Accr Liab
770	241257 CFO-WL/SL/IH In AW21
771	AW21 CFO-WL/SL/IH In AW21
772	B241 Misc Current & Accr Liab
773	241263 CFO-WLPP Receivable-AW21
774	AW21 CFO-WLPP Receivable-AW21
775	A242 Misc Current & Accrued Li
776	241264 CFO-SLPP Receivable-AW21
777	AW21 CFO-SLPP Receivable-AW21
778	A242 Misc Current & Accrued Li
779	241265 CFO-In Home Receivable-AW21
780	AW21 CFO-In Home Receivable-AW21
781	A242 Misc Current & Accrued Li
782	241266 CFO-WL/SL Receivable-AW21
783	AW21 CFO-WL/SL Receivable-AW21
784	A242 Misc Current & Accrued Li
785	241267 CFO-WL/SL/IH Receivable-AW21
786	AW21 CFO-WL/SL/IH Receivable-AW21
787	A242 Misc Current & Accrued Li
788	280999 Interco Rec/Pay
789	Interco Rec/Pay
790	B233 A/P Assoc Co
791	B45 Accounts Payable
792	
793	B46 Accrued Taxes
794	236120 FUTA
795	FUTA
796	B23611 Accr Taxes-Other than Inc
797	236130 FICA
798	FICA
799	B23611 Accr Taxes-Other than Inc
800	236140 SUTA

	B	C	D	E	F
751	84,127.68	(189,234.99)	(501,465.93)	(857,742.25)	B45
752					
753					
754	(114,258.75)	(89,654.50)	116,902.09	70,695.24	B45
755					
756					
757	2,328.43	(657.31)	(1,092.90)	(3,278.69)	B45
758					
759					
760	1,216.84	(94,993.37)	(37,224.48)	(122,638.35)	B45
761					
762					
763	(141.45)	(65,760.92)	(24,446.15)	(77,256.54)	B45
764					
765					
766	(180.73)	(15,610.53)	(3,891.46)	(10,421.54)	B45
767					
768					
769	(5,164.06)	(46,640.76)	(3,588.00)	(7,617.19)	B45
770					
771					
772	(794.69)	(8,445.99)	(351.78)	(948.30)	B45
773					
774					
775	200.79	26,221.97	0.00	0.00	B45
776					
777					
778	329.92	18,300.79	0.00	0.00	B45
779					
780					
781	(7.21)	4,857.29	0.00	0.00	B45
782					
783					
784	1,399.38	16,569.19	0.00	0.00	B45
785					
786					
787	151.70	3,111.24	0.00	0.00	B45
788					
789					
790	27,529.59	7,786.75	30,639.12	479.28	B45
791	(22,366.01)	(1,015,801.29)	(824,964.60)	(2,087,205.57)	
792					
793					
794					
795					
796	(7.71)	(39.07)	(95.50)	(315.44)	B46
797					
798					
799	(9,995.69)	(23,604.09)	(818.47)	(12,887.18)	B46
800					

	G	H	I
751	234350		B231
752			
753			
754	234400	AW03	B234
755			
756			
757	234500	AW46	B233
758			
759			
760	241253	AW21	B241
761			
762			
763	241254	AW21	B241
764			
765			
766	241255	AW21	B241
767			
768			
769	241256	AW21	B241
770			
771			
772	241257	AW21	B241
773			
774			
775	241263	AW21	A242
776			
777			
778	241264	AW21	A242
779			
780			
781	241265	AW21	A242
782			
783			
784	241266	AW21	A242
785			
786			
787	241267	AW21	A242
788			
789			
790	280999		B233
791			
792			
793			
794			
795			
796	236120		B23611
797			
798			
799	236130		B23611
800			

	A
801	SUTA
802	B23611 Accr Taxes-Other than Inc
803	236151 Gen Tax - Property
804	Gen Tax - Property
805	B23611 Accr Taxes-Other than Inc
806	236152 Gen Tax - Sales/Use
807	Gen Tax - Sales/Use
808	B23611 Accr Taxes-Other than Inc
809	236153 Gen Tax - Franchise
810	Gen Tax - Franchise
811	B23611 Accr Taxes-Other than Inc
812	236170 Gen Tax - Other
813	Gen Tax - Other
814	B23611 Accr Taxes-Other than Inc
815	236210 Accr FIT - Current Yr
816	Accr FIT - Current Yr
817	B23612 Accr Taxes-Income Taxes
818	236213 Accr FIT - Interim Curr
819	Accr FIT - Interim Curr
820	B23612 Accr Taxes-Income Taxes
821	236220 Accr FIT - Pr Yrs
822	Accr FIT - Pr Yrs
823	B23612 Accr Taxes-Income Taxes
824	236230 Accr SIT - Current Yr
825	Accr SIT - Current Yr
826	B23612 Accr Taxes-Income Taxes
827	236233 Accr SIT - Interim Curr
828	Accr SIT - Interim Curr
829	B23612 Accr Taxes-Income Taxes
830	236240 Accr SIT - Pr Yrs
831	Accr SIT - Pr Yrs
832	B23612 Accr Taxes-Income Taxes
833	236310 Curr Def FIT
834	Curr Def FIT
835	B23612 Accr Taxes-Income Taxes
836	236320 Curr Def SIT/LIT
837	Curr Def SIT/LIT
838	B23612 Accr Taxes-Income Taxes
839	B46 Accrued Taxes
840	
841	B47 Accrued Interest
842	237200 Int Accr-LTD-Outside
843	Int Accr-LTD-Outside
844	B2371 Accr Interest-LTD
845	237300 Int Accr-LTD-Inside
846	AW46 Int Accr-LTD-AW46
847	B2371 Accr Interest-LTD
848	B47 Accrued Interest
849	
850	B51 Misc Current Liabilities

	B	C	D	E	F
801					
802	(5.83)	(19.96)	(46.69)	(157.91)	B46
803					
804					
805	(280,491.02)	(1,355,932.64)	(210,366.13)	(1,262,198.94)	B46
806					
807					
808	(15,736.49)	(30,485.57)	(200,854.96)	106,529.01	B46
809					
810					
811	152,500.00	29,476.61	(29,988.00)	(134,387.39)	B46
812					
813					
814	0.00	(36,386.00)	0.00	(64,274.07)	B46
815					
816					
817	(14,711.00)	(14,711.00)	0.00	149,417.00	B46
818					
819					
820	0.00	0.00	(413,808.89)	(413,808.89)	B46
821					
822					
823	0.00	(2,662,089.99)	0.00	(1,438,601.99)	B46
824					
825					
826	173,624.00	173,624.00	0.00	89,893.00	B46
827					
828					
829	0.00	0.00	(48,716.49)	(48,716.49)	B46
830					
831					
832	(6,222.00)	85,761.99	178,015.99	100,754.99	B46
833					
834					
835	0.00	(40,519.00)	0.00	0.00	B46
836					
837					
838	0.00	(8,049.00)	0.00	0.00	B46
839	(1,045.74)	(3,882,973.72)	(726,679.14)	(2,928,754.30)	
840					
841					
842					
843					
844	269,190.56	(166,347.14)	235,155.84	(200,381.82)	B47
845					
846					
847	230,373.17	(343,268.06)	103,258.66	(360,981.22)	B47
848	499,563.73	(509,615.20)	338,414.50	(561,363.04)	
849					
850					

	G	H	I
801			
802	236140		B23611
803			
804			
805	236151		B23611
806			
807			
808	236152		B23611
809			
810			
811	236153		B23611
812			
813			
814	236170		B23611
815			
816			
817	236210		B23612
818			
819			
820	236213		B23612
821			
822			
823	236220		B23612
824			
825			
826	236230		B23612
827			
828			
829	236233		B23612
830			
831			
832	236240		B23612
833			
834			
835	236310		B23612
836			
837			
838	236320		B23612
839			
840			
841			
842			
843			
844	237200		B2371
845			
846			
847	237300	AW46	B2371
848			
849			
850			

	A
851	241100 Accrued Vacation Pay
852	Accrued Vacation Pay
853	B241 Misc Current & Accr Liab
854	241201 Accr Water Purchases
855	Accr Water Purchases
856	B241 Misc Current & Accr Liab
857	241202 Accr Power
858	Accr Power
859	B241 Misc Current & Accr Liab
860	241203 Accr Legal
861	Accr Legal
862	B241 Misc Current & Accr Liab
863	241204 Accr Audit
864	Accr Audit
865	B241 Misc Current & Accr Liab
866	241206 Accr Wages
867	Accr Wages
868	B241 Misc Current & Accr Liab
869	241207 Accr Insurance
870	Accr Insurance
871	B241 Misc Current & Accr Liab
872	241210 Accr Waste Disposal
873	Accr Waste Disposal
874	B241 Misc Current & Accr Liab
875	241211 Accr Retiree Medical Reimb
876	Accr Retiree Medical Reimb
877	B241 Misc Current & Accr Liab
878	241212 Accr DCP Contribution
879	Accr DCP Contribution
880	B241 Misc Current & Accr Liab
881	241214 Accr Bank Fees
882	Accr Bank Fees
883	B241 Misc Current & Accr Liab
884	241220 WH PR-Tax Coll SIT AL
885	AL WH PR-Tax Coll SIT AL
886	B241 Misc Current & Accr Liab
887	005 WH PR-Flex Spending Account
888	B241 Misc Current & Accr Liab
889	006 WH PR-401k Contribution
890	B241 Misc Current & Accr Liab
891	241227 Accr Employer 401k Match
892	Accr Employer 401k Match
893	B241 Misc Current & Accr Liab
894	241228 Accrued PFD Div Requirements
895	Accrued PFD Div Requirements
896	B241 Misc Current & Accr Liab
897	241230 Unclaimed Credits Pay
898	Unclaimed Credits Pay
899	B241 Misc Current & Accr Liab
900	241234 Unclaimed Ext Dep Refund Pay

	B	C	D	E	F
851					
852					
853	99,779.12	(74,878.11)	89,855.81	(43,430.78)	B51
854					
855					
856	(916.29)	(5,856.02)	(816.00)	(2,962.00)	B51
857					
858					
859	(46,133.40)	(242,187.43)	(47,955.34)	(225,604.04)	B51
860					
861					
862	46,382.84	(23,662.07)	3,360.96	(2,080.50)	B51
863					
864					
865	0.00	0.00	(4,691.00)	(4,691.00)	B51
866					
867					
868	(44,086.83)	(221,974.83)	(10,695.08)	(168,535.90)	B51
869					
870					
871	0.00	0.00	(0.15)	(506.60)	B51
872					
873					
874	(304.00)	(34,027.83)	(303.78)	(49,774.57)	B51
875					
876					
877	(708.26)	(3,000.00)	(1,333.68)	(3,000.24)	B51
878					
879					
880	(419.41)	(11,343.18)	(315.02)	(10,278.81)	B51
881					
882					
883	(4,406.22)	(30,211.90)	11,515.41	(30,638.67)	B51
884					
885					
886	(107.72)	(320.62)	(106.51)	(316.73)	B51
887					
888	0.00	(516.14)	(218.44)	(487.68)	B51
889					
890	(813.28)	(30,193.99)	609.12	(28,406.69)	B51
891					
892					
893	(506.74)	(14,256.78)	(273.85)	(11,350.18)	B51
894					
895					
896	11,513.33	(5,564.78)	11,513.33	(5,568.88)	B51
897					
898					
899	0.00	(5,174.19)	0.00	(7,362.82)	B51
900					

	G	H	I
851			
852			
853	241100		B241
854			
855			
856	241201		B241
857			
858			
859	241202		B241
860			
861			
862	241203		B241
863			
864			
865	241204		B241
866			
867			
868	241206		B241
869			
870			
871	241207		B241
872			
873			
874	241210		B241
875			
876			
877	241211		B241
878			
879			
880	241212		B241
881			
882			
883	241214		B241
884			
885			
886	241220	AL	B241
887			
888	241220	5	B241
889			
890	241220	6	B241
891			
892			
893	241227		B241
894			
895			
896	241228		B241
897			
898			
899	241230		B241
900			

	A
901	Unclaimed Ext Dep Refund Pay
902	B241 Misc Current & Accr Liab
903	241236 Unbilled Items-System
904	Unbilled Items-System
905	B241 Misc Current & Accr Liab
906	241237 Unbilled Stock C-System
907	Unbilled Stock C-System
908	B241 Misc Current & Accr Liab
909	241238 Unbilled Stock E-System
910	Unbilled Stock E-System
911	B241 Misc Current & Accr Liab
912	241241 CFO-Cust Asst NonPledged
913	005 CFO-Cust Asst NonPledged
914	B241 Misc Current & Accr Liab
915	006 CFO-Cust Asst Pledged
916	B241 Misc Current & Accr Liab
917	241244 CFO-Sales Tax
918	CFO-Sales Tax
919	B241 Misc Current & Accr Liab
920	241248 CFO-Mun Tax
921	CFO-Mun Tax
922	B241 Misc Current & Accr Liab
923	241249 CFO-Mgmt Contracts
924	001 CFO-MC/Swr Rev/Cash
925	B241 Misc Current & Accr Liab
926	002 CFO-MC/Swr A/R
927	B241 Misc Current & Accr Liab
928	004 CFO-MC/Swr ChgOff
929	B241 Misc Current & Accr Liab
930	005 CFO-WLPP Receivable
931	B241 Misc Current & Accr Liab
932	009 CFO-SLPP Receivable
933	B241 Misc Current & Accr Liab
934	011 CFO-In Home Receivable
935	B241 Misc Current & Accr Liab
936	013 CFO-WL/SL Receivable
937	B241 Misc Current & Accr Liab
938	015 CFO-WL/SL/INH Receivable
939	B241 Misc Current & Accr Liab
940	241250 A/P Check Clearing
941	A/P Check Clearing
942	B241 Misc Current & Accr Liab
943	241251 P/R Check Clearing
944	P/R Check Clearing
945	B241 Misc Current & Accr Liab
946	241261 Accr Insurance Retro
947	Accr Insurance Retro
948	B241 Misc Current & Accr Liab
949	241322 Incentive Plan Cash Annual
950	Incentive Plan Cash Annual

	B	C	D	E	F
901					
902	0.00	(326.05)	0.00	(326.05)	B51
903					
904					
905	162,047.17	(7,497.92)	(755.13)	(77,566.18)	B51
906					
907					
908	(9,433.64)	(48,018.44)	(23,664.79)	(78,328.57)	B51
909					
910					
911	18,168.81	(17,110.13)	(35,514.89)	(138,269.05)	B51
912					
913					
914	(120.00)	(246.00)	308.00	(123.00)	B51
915					
916	(153.00)	(305.00)	342.00	(166.00)	B51
917					
918					
919	(26,682.90)	(192,324.36)	(41,514.55)	(209,035.93)	B51
920					
921					
922	0.00	0.00	0.00	0.00	B51
923					
924					
925	(323,343.45)	(4,689,636.53)	(239,697.80)	(4,254,006.26)	B51
926					
927	204,762.78	2,644,542.11	415,661.14	2,705,161.88	B51
928					
929	34,916.00	1,917,218.43	37,921.80	1,470,276.08	B51
930					
931	0.00	0.00	(4,287.91)	34,698.92	B51
932					
933	0.00	0.00	(1,889.98)	21,929.65	B51
934					
935	0.00	0.00	340.86	3,374.77	B51
936					
937	0.00	0.00	1,220.92	3,718.76	B51
938					
939	0.00	0.00	142.05	541.52	B51
940					
941					
942	(54,280.08)	(527,604.67)	30,114.49	(191,786.94)	B51
943					
944					
945	736.13	(1,714.95)	2,017.77	(3,787.98)	B51
946					
947					
948	665.00	0.00	3,401.16	(49,250.24)	B51
949					
950					

	G	H	I
901			
902	241234		B241
903			
904			
905	241236		B241
906			
907			
908	241237		B241
909			
910			
911	241238		B241
912			
913			
914	241241	5	B241
915			
916	241241	6	B241
917			
918			
919	241244		B241
920			
921			
922	241248		B241
923			
924			
925	241249	1	B241
926			
927	241249	2	B241
928			
929	241249	4	B241
930			
931	241249	5	B241
932			
933	241249	9	B241
934			
935	241249	11	B241
936			
937	241249	13	B241
938			
939	241249	15	B241
940			
941			
942	241250		B241
943			
944			
945	241251		B241
946			
947			
948	241261		B241
949			
950			

	A
951	B241 Misc Current & Accr Liab
952	B51 Misc Current Liabilities
953	
954	B55 Advances for Construction
955	252110 Adv for Const-NT Mains
956	Adv for Const-NT Mains
957	B252 Advances for Construction
958	252120 Adv for Const-NT Ext
959	Adv for Const-NT Ext
960	B252 Advances for Construction
961	252130 Adv for Const-NT Services
962	Adv for Const-NT Services
963	B252 Advances for Construction
964	252150 Adv for Const-NT Hydrants
965	Adv for Const-NT Hydrants
966	B252 Advances for Construction
967	252170 Adv for Const-NT WIP
968	Adv for Const-NT WIP
969	B252 Advances for Construction
970	252230 Adv for Const-Tax Services
971	Adv for Const-Tax Services
972	B252 Advances for Construction
973	252270 Adv for Const-Tax WIP
974	Adv for Const-Tax WIP
975	B252 Advances for Construction
976	B55 Advances for Construction
977	
978	B56 Deferred Income Taxes
979	252204 Def FIT-Other Property
980	Def FIT-Other Property
981	B283 Accu Def Inc Tax-Other
982	253113 Def FIT-Interim Def
983	Def FIT-Interim Def
984	B283 Accu Def Inc Tax-Other
985	253202 Def FIT-Flow thru Depr
986	Def FIT-Flow thru Depr
987	B283 Accu Def Inc Tax-Other
988	253203 Def FIT-Norm Property
989	Def FIT-Norm Property
990	B283 Accu Def Inc Tax-Other
991	253301 Def FIT-Other
992	Def FIT-Other
993	B283 Accu Def Inc Tax-Other
994	253309 Def FIT-AMT
995	Def FIT-AMT
996	B283 Accu Def Inc Tax-Other
997	253602 Def SIT-Flow thru Depr
998	Def SIT-Flow thru Depr
999	B283 Accu Def Inc Tax-Other
1000	253604 Def SIT-Other Property

	B	C	D	E	F
951	(18,383.63)	(87,870.34)	0.00	0.00	B51
952	48,172.33	(1,714,061.72)	194,290.92	(1,357,940.71)	
953					
954					
955					
956					
957	(39,909.37)	(39,909.37)	0.00	0.00	B55
958					
959					
960	1,012.86	(5,054,619.83)	(22,454.13)	(5,675,676.81)	B55
961					
962					
963	4,812.00	(15,165.62)	1,468.80	(26,019.54)	B55
964					
965					
966	(2,098.29)	(323,858.13)	(5,196.87)	(284,008.54)	B55
967					
968					
969	(83,806.40)	(1,620,784.23)	0.00	0.00	B55
970					
971					
972	0.00	(16,125.00)	0.00	0.00	B55
973					
974					
975	(23,330.00)	(109,861.53)	0.00	0.00	B55
976	(143,319.20)	(7,180,323.71)	(26,182.20)	(5,985,704.89)	
977					
978					
979					
980					
981	0.00	(16,812,437.31)	0.00	(16,812,437.31)	B56
982					
983					
984	0.00	0.00	(25,086.41)	134,121.15	B56
985					
986					
987	0.00	(1,388,200.00)	0.00	(1,388,200.00)	B56
988					
989					
990	0.00	4,930.00	0.00	4,930.00	B56
991					
992					
993	2,843.00	(3,049,489.29)	0.00	(3,696,640.29)	B56
994					
995					
996	0.00	116,460.00	0.00	116,460.00	B56
997					
998					
999	0.00	(253,168.00)	0.00	(253,168.00)	B56
1000					

	G	H	I
951	241322		B241
952			
953			
954			
955			
956			
957	252110		B252
958			
959			
960	252120		B252
961			
962			
963	252130		B252
964			
965			
966	252150		B252
967			
968			
969	252170		B252
970			
971			
972	252230		B252
973			
974			
975	252270		B252
976			
977			
978			
979			
980			
981	252204		B283
982			
983			
984	253113		B283
985			
986			
987	253202		B283
988			
989			
990	253203		B283
991			
992			
993	253301		B283
994			
995			
996	253309		B283
997			
998			
999	253602		B283
1000			

	A
1001	Def SIT-Other Property
1002	B283 Accu Def Inc Tax-Other
1003	253613 Def SIT-Interim Def
1004	Def SIT-Interim Def
1005	B283 Accu Def Inc Tax-Other
1006	253701 Def SIT-Other
1007	Def SIT-Other
1008	B283 Accu Def Inc Tax-Other
1009	B56 Deferred Income Taxes
1010	
1011	B57 Deferred ITC
1012	255101 Unamortized ITC - 3%
1013	Unamortized ITC - 3%
1014	B2551 Accu Def ITC-Utility Op
1015	255102 Unamortized ITC - 4%
1016	Unamortized ITC - 4%
1017	B2551 Accu Def ITC-Utility Op
1018	255103 Unamortized ITC - 10%
1019	Unamortized ITC - 10%
1020	B2551 Accu Def ITC-Utility Op
1021	B57 Deferred ITC
1022	
1023	B58 Deferred Regulatory Liability
1024	256211 Reg Liab-Exc Def AFUDC FIT
1025	Reg Liab-Exc Def AFUDC FIT
1026	B253 Other Deferred Credits
1027	256220 Reg Liab-Deficit Def FIT
1028	Reg Liab-Deficit Def FIT
1029	B253 Other Deferred Credits
1030	256232 Reg Liab-Exc Def Depr SIT
1031	Reg Liab-Exc Def Depr SIT
1032	B253 Other Deferred Credits
1033	256240 Reg Liab-Other
1034	Reg Liab-Other
1035	B253 Other Deferred Credits
1036	256250 Reg Liab-ARO/NNS
1037	Reg Liab-ARO/NNS
1038	B1081 Accu Depr-UP in Serv
1039	256310 Reg Liab-ITC Gross-Up 3%
1040	Reg Liab-ITC Gross-Up 3%
1041	B253 Other Deferred Credits
1042	256311 Reg Liab-ITC Gross-Up 4%
1043	Reg Liab-ITC Gross-Up 4%
1044	B253 Other Deferred Credits
1045	256312 Reg Liab-ITC Gross-Up 10%
1046	Reg Liab-ITC Gross-Up 10%
1047	B253 Other Deferred Credits
1048	B58 Deferred Regulatory Liability
1049	
1050	B59 Other Deferred Credits

	B	C	D	E	F
1001					
1002	0.00	(3,077,535.00)	0.00	(3,077,535.00)	B56
1003					
1004					
1005	0.00	0.00	(32,295.27)	(12,589.85)	B56
1006					
1007					
1008	19,340.00	30,392.86	0.00	(612,974.14)	B56
1009	22,183.00	(24,429,046.74)	(57,381.68)	(25,598,033.44)	
1010					
1011					
1012					
1013					
1014	258.00	(36,187.00)	258.00	(39,283.00)	B57
1015					
1016					
1017	397.00	(85,998.00)	397.00	(90,762.00)	B57
1018					
1019					
1020	5,709.00	(955,895.00)	5,709.00	(1,024,403.00)	B57
1021	6,364.00	(1,078,080.00)	6,364.00	(1,154,448.00)	
1022					
1023					
1024					
1025					
1026	1,222.00	(461,987.75)	1,222.00	(476,651.75)	B58
1027					
1028					
1029	(1,437.00)	543,017.00	(1,437.00)	560,261.00	B58
1030					
1031					
1032	(22,416.08)	255,207.28	0.00	0.00	B58
1033					
1034					
1035	0.00	0.00	9,599.27	(777,541.00)	B58
1036					
1037					
1038	(13,606.06)	(2,350,030.72)	(27,812.20)	(2,075,711.83)	B58
1039					
1040					
1041	165.00	(22,890.11)	165.00	(24,870.11)	B58
1042					
1043					
1044	254.00	(54,983.20)	254.00	(58,031.20)	B58
1045					
1046					
1047	3,301.00	(552,585.19)	3,301.00	(592,197.19)	B58
1048	(32,517.14)	(2,644,252.69)	(14,707.93)	(3,444,742.08)	
1049					
1050					

	G	H	I
1001			
1002	253604		B283
1003			
1004			
1005	253613		B283
1006			
1007			
1008	253701		B283
1009			
1010			
1011			
1012			
1013			
1014	255101		B2551
1015			
1016			
1017	255102		B2551
1018			
1019			
1020	255103		B2551
1021			
1022			
1023			
1024			
1025			
1026	256211		B253
1027			
1028			
1029	256220		B253
1030			
1031			
1032	256232		B253
1033			
1034			
1035	256240		B253
1036			
1037			
1038	256250		B1081
1039			
1040			
1041	256310		B253
1042			
1043			
1044	256311		B253
1045			
1046			
1047	256312		B253
1048			
1049			
1050			

	A
1051	262120 DCA-Accr Pension Def Benefit
1052	DCA-Accr Pension Def Benefit
1053	B253 Other Deferred Credits
1054	262210 DCA-Accr OPEB
1055	DCA-Accr OPEB
1056	B253 Other Deferred Credits
1057	262215 DCA-Accr OPEB Med Subsidy
1058	DCA-Accr OPEB Med Subsidy
1059	B253 Other Deferred Credits
1060	262304 DCA-Wtr & WW Chgs Bill
1061	DCA-Wtr & WW Chgs Bill
1062	B253 Other Deferred Credits
1063	262313 DCA-FAS 112 Costs
1064	DCA-FAS 112 Costs
1065	B253 Other Deferred Credits
1066	262317 Def Comp (prior 1/1/08)
1067	Def Comp (prior 1/1/08)
1068	B253 Other Deferred Credits
1069	262321 DCA-Inc Plan Cash LT
1070	DCA-Inc Plan Cash LT
1071	B253 Other Deferred Credits
1072	262322 DCA-Inc Plan Cash Annual
1073	DCA-Inc Plan Cash Annual
1074	B253 Other Deferred Credits
1075	262398 DCA-Other
1076	DCA-Other
1077	B253 Other Deferred Credits
1078	262598 DCN-Other
1079	DCN-Other
1080	B253 Other Deferred Credits
1081	B59 Other Deferred Credits
1082	
1083	B62 CIAC
1084	271110 CIAC-NT Mains
1085	CIAC-NT Mains
1086	B271 CIAC
1087	271120 CIAC-NT Ext Dep
1088	CIAC-NT Ext Dep
1089	B271 CIAC
1090	271130 CIAC-NT Services
1091	CIAC-NT Services
1092	B271 CIAC
1093	271140 CIAC-NT Meters
1094	CIAC-NT Meters
1095	B271 CIAC
1096	271150 CIAC-NT Hydrants
1097	CIAC-NT Hydrants
1098	B271 CIAC
1099	271160 CIAC-NT Other
1100	CIAC-NT Other

	B	C	D	E	F
1051					
1052					
1053	(56,136.83)	(1,594,282.50)	(53,582.00)	(2,341,855.52)	B59
1054					
1055					
1056	(70,458.50)	(333,934.96)	(68,547.17)	(333,935.00)	B59
1057					
1058					
1059	0.00	(112,753.07)	0.00	(69,950.00)	B59
1060					
1061					
1062	135,933.30	0.00	115,589.10	0.00	B59
1063					
1064					
1065	0.00	(24,894.00)	0.00	(24,894.00)	B59
1066					
1067					
1068	0.00	0.00	0.00	(384,592.51)	B59
1069					
1070					
1071	1.00	0.00	0.00	0.00	B59
1072					
1073					
1074	0.00	0.00	(15,337.97)	(72,722.55)	B59
1075					
1076					
1077	9,599.27	(662,349.63)	0.00	0.00	B59
1078					
1079					
1080	21,549.00	(259,330.00)	0.00	0.00	B59
1081	40,487.24	(2,987,544.16)	(21,878.04)	(3,227,949.58)	
1082					
1083					
1084					
1085					
1086	0.00	(3,576,302.19)	0.00	(3,572,802.19)	B62
1087					
1088					
1089	0.00	(1,748,422.00)	0.00	(1,748,422.00)	B62
1090					
1091					
1092	0.00	(487,648.62)	0.00	(484,648.62)	B62
1093					
1094					
1095	0.00	(95,036.27)	0.00	(88,036.27)	B62
1096					
1097					
1098	0.00	(366,667.23)	0.00	(366,667.23)	B62
1099					
1100					

	G	H	I
1051			
1052			
1053	262120		B253
1054			
1055			
1056	262210		B253
1057			
1058			
1059	262215		B253
1060			
1061			
1062	262304		B253
1063			
1064			
1065	262313		B253
1066			
1067			
1068	262317		B253
1069			
1070			
1071	262321		B253
1072			
1073			
1074	262322		B253
1075			
1076			
1077	262398		B253
1078			
1079			
1080	262598		B253
1081			
1082			
1083			
1084			
1085			
1086	271110		B271
1087			
1088			
1089	271120		B271
1090			
1091			
1092	271130		B271
1093			
1094			
1095	271140		B271
1096			
1097			
1098	271150		B271
1099			
1100			

	A
1101	B271 CIAC
1102	271170 CIAC-NT WIP
1103	CIAC-NT WIP
1104	B271 CIAC
1105	271210 CIAC-Tax Mains
1106	CIAC-Tax Mains
1107	B271 CIAC
1108	271230 CIAC-Tax Services
1109	CIAC-Tax Services
1110	B271 CIAC
1111	271240 CIAC-Tax Meters
1112	CIAC-Tax Meters
1113	B271 CIAC
1114	271250 CIAC-Tax Hydrants
1115	CIAC-Tax Hydrants
1116	B271 CIAC
1117	271260 CIAC-Tax Other
1118	CIAC-Tax Other
1119	B271 CIAC
1120	272060 Accum Amort CIAC-Other
1121	Accum Amort CIAC-Other
1122	B272 Accu Amort-CIAC
1123	272100 Accum Amort CIAC-Taxable
1124	Accum Amort CIAC-Taxable
1125	B272 Accu Amort-CIAC
1126	B62 CIAC
1127	
1128	00026 Tennessee-American Water Co.
1129	

	B	C	D	E	F
1101	0.00	(1,234,752.19)	0.00	(1,234,752.19)	B62
1102					
1103					
1104	(22,676.00)	(22,676.00)	0.00	0.00	B62
1105					
1106					
1107	0.00	(1,584,137.63)	0.00	(1,433,689.32)	B62
1108					
1109					
1110	(17,383.00)	(1,325,016.56)	(18,582.00)	(1,168,438.56)	B62
1111					
1112					
1113	(1,011.00)	(91,514.20)	(458.00)	(83,199.20)	B62
1114					
1115					
1116	0.00	(188,121.83)	0.00	(188,121.83)	B62
1117					
1118					
1119	0.00	98,914.00	0.00	98,914.00	B62
1120					
1121					
1122	9,386.97	1,905,708.60	9,368.62	1,792,158.79	B62
1123					
1124					
1125	4,799.80	245,747.28	4,262.74	191,915.53	B62
1126	(26,883.23)	(8,469,924.84)	(5,408.64)	(8,285,789.09)	
1127					
1128	224,890.87	(70,567.24)	703,545.84	663,741.99	
1129					

	G	H	I
1101	271160		B271
1102			
1103			
1104	271170		B271
1105			
1106			
1107	271210		B271
1108			
1109			
1110	271230		B271
1111			
1112			
1113	271240		B271
1114			
1115			
1116	271250		B271
1117			
1118			
1119	271260		B271
1120			
1121			
1122	272060		B272
1123			
1124			
1125	272100		B272
1126			
1127			
1128			
1129			

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee-American Water-Co 26
4	026IS Total Company (USGAAP)
5	Income Statement Month & YTD
6	For the Period Ending 06/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	1 OPERATING REVENUES
15	2 Water
16	3 Sewer
17	4 Other
18	5 Management
19	6 Total Revenues
20	7 OPERATIONS & MAINTENANCE EXPENSE
21	8 Labor
22	9 Purchased Water
23	10 Fuel & Power
24	11 Chemicals
25	12 Waste Disposal
26	13 Management Fees
27	14 Group Insurance
28	15 Pensions
29	16 Regulatory Expense
30	17 Insurance Other Than Group
31	18 Customer Accounting
32	19 Rents
33	20 General Office Expense
34	21 Miscellaneous
35	25 Other Maintenance
36	Total Maintenance & Operations Expense
37	27 Depreciation
38	28 Amortization
39	29 General Taxes
40	30 State Income Taxes
41	31 Federal Income Taxes
42	32 Tax Savings Acquisition Adjustment
43	33 Total Operating Expenses
44	34 Utility Operating Income
45	35 OTHER INCOME & DEDUCTIONS
46	36 Non-Operating Rental Income
47	37 Dividend Income-Common
48	38 Dividend Income-Preferred
49	39 Interest Income
50	40 AFUDC Equity

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					Yr to Date
11	June	June	June	June	June
12	Actual	Plan	Variance	Prior Year	Actual
13	----------	----------	----------	----------	----------
14					
15	3,290,259	3,071,470	218,789	3,851,092	17,233,007
16	0	0	0	0	0
17	114,412	114,756	(344)	106,350	687,741
18	0	0	0	0	0
19	3,404,671	3,186,226	218,445	3,957,442	17,920,748
20					
21	391,488	397,137	(5,649)	375,843	2,440,263
22	5,741	4,361	1,380	4,168	16,527
23	252,533	189,827	62,706	223,596	1,161,600
24	100,576	97,630	2,946	96,128	534,499
25	16,825	27,134	(10,309)	4,344	116,040
26	487,882	391,225	96,657	373,915	2,640,778
27	145,111	130,102	15,009	144,860	867,483
28	119,093	78,814	40,279	63,640	746,962
29	12,809	12,959	(150)	24,597	51,065
30	13,766	46,678	(32,912)	42,091	182,266
31	126,295	104,231	22,064	77,330	616,790
32	721	4,573	(3,852)	4,423	2,613
33	19,361	22,373	(3,012)	17,700	122,381
34	196,468	159,784	36,684	149,064	962,626
35	107,377	112,927	(5,550)	80,265	597,719
36	1,996,046	1,779,755	216,291	1,681,964	11,059,612
37	387,305	404,751	(17,446)	382,496	2,397,950
38	10,966	10,148	818	10,148	65,542
39	399,578	325,450	74,128	306,716	2,022,182
40	33,084	22,811	10,273	83,401	42,791
41	68,291	114,834	(46,543)	457,073	168,918
42	0	0	0	0	0
43	2,895,270	2,657,749	237,521	2,921,798	15,756,995
44	509,401	528,477	(19,076)	1,035,644	2,163,753
45					
46	0	0	0	0	0
47	0	0	0	0	0
48	0	0	0	0	0
49	0	0	0	63,328	0
50	10,985	5,380	5,605	4,838	25,279

	G	H	I	J
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Yr to Date	Yr to Date	Yr to Date	
11	June	June	June	Annual
12	Plan	Variance	Prior Year	Forecast
13	----------	----------	----------	----------
14				
15	16,842,848	390,159	16,523,157	37,473,105
16	0	0	0	0
17	688,536	(795)	659,776	1,377,072
18	0	0	0	0
19	17,531,384	389,364	17,182,933	38,850,177
20				
21	2,457,690	(17,427)	2,260,073	4,951,504
22	25,703	(9,176)	18,715	51,766
23	1,030,085	131,515	1,017,780	2,146,732
24	544,877	(10,378)	551,214	1,115,700
25	116,813	(773)	93,113	253,670
26	2,357,542	283,236	2,368,448	4,636,157
27	780,612	86,871	836,407	1,561,024
28	472,884	274,078	371,695	945,768
29	98,298	(47,233)	77,180	173,477
30	280,068	(97,802)	235,540	560,136
31	626,722	(9,932)	552,962	1,253,644
32	28,737	(26,124)	19,894	56,325
33	125,567	(3,186)	94,772	224,562
34	958,986	3,640	838,707	1,892,615
35	682,919	(85,200)	601,168	1,390,260
36	10,587,503	472,109	9,937,668	21,213,340
37	2,412,836	(14,886)	2,204,265	4,890,341
38	60,888	4,654	60,889	121,776
39	1,980,324	41,858	1,926,822	3,940,511
40	37,721	5,070	82,462	324,322
41	189,889	(20,971)	455,133	1,632,668
42	0	0	0	0
43	15,269,161	487,834	14,667,239	32,122,958
44	2,262,223	(98,470)	2,515,694	6,727,219
45				
46	0	0	0	0
47	0	0	0	0
48	0	0	0	0
49	0	0	69,283	0
50	12,655	12,624	45,305	69,338

	A
51	42 M & J Miscellaneous Income
52	43 Gain(Loss)on Disposition
53	45 Total Other Income
54	46 Miscellaneous Amortization
55	47 Tax Savings Acquisition Adjustment
56	48 Misc. Other Deductions
57	49 General Taxes
58	50 State Income Taxes
59	51 Federal Income Taxes
60	52 Total Other Deductions
61	53 Total Other Income
62	54 Income Before Interest Charges
63	55 INTEREST CHARGES
64	56 Interest on Long-Term Debt
65	57 Amortization and Debt Expense
66	58 Interest-Short Term Bank Debt
67	59 Other Interest Expense
68	60 AFUDC-Debt
69	61 Total Interest Charges
70	62 Net Income
71	64 Preferred Dividend Declared
72	65 Net Income to Common Stock
73	

	B	C	D	E	F
51	2,917	0	2,917	2,987	6,778
52	0	0	0	0	0
53	13,902	5,380	8,522	71,153	32,057
54	0	0	0	0	0
55	0	0	0	0	0
56	40,004	18,025	21,979	5,500	75,128
57	0	0	0	0	0
58	(5,440)	(1,133)	(4,307)	2,684	(7,331)
59	(6,440)	(5,702)	(738)	20,006	(4,412)
60	28,124	11,190	16,934	28,190	63,385
61	(14,222)	(5,810)	(8,412)	42,963	(31,328)
62	495,179	522,667	(27,488)	1,078,607	2,132,425
63	0	0	0	0	0
64	230,313	257,353	(27,040)	270,650	1,565,996
65	1,762	2,283	(521)	2,390	14,569
66	36,612	45,769	(9,157)	99,003	187,501
67	0	0	0	0	0
68	(4,155)	(2,998)	(1,157)	(2,738)	(12,241)
69	264,532	302,407	(37,875)	369,305	1,755,825
70	230,647	220,260	10,387	709,302	376,600
71	5,757	5,757	0	5,757	34,540
72	224,890	214,503	10,387	703,545	342,060
73					

	G	H	I	J
51	0	6,778	1,965	0
52	0	0	0	0
53	12,655	19,402	116,553	69,338
54	0	0	0	0
55	0	0	0	0
56	55,620	19,508	26,888	76,220
57	0	0	0	0
58	(3,537)	(3,794)	1,727	(4,798)
59	(17,809)	13,397	14,668	(24,158)
60	34,274	29,111	43,283	47,264
61	(21,619)	(9,709)	73,270	22,074
62	2,240,604	(108,179)	2,588,964	6,749,293
63	0	0	0	0
64	1,574,583	(8,587)	1,528,648	2,905,510
65	13,698	871	11,941	23,676
66	234,885	(47,384)	371,982	642,919
67	0	0	0	0
68	(7,051)	(5,190)	(21,893)	(40,158)
69	1,816,115	(60,290)	1,890,678	3,531,947
70	424,489	(47,889)	698,286	3,217,346
71	34,542	(2)	34,544	69,084
72	389,947	(47,887)	663,742	3,148,262
73				

	A		
1	PCDWLD		
2	83410	American Water Works Company	1
3	RT026USR	Tennessee American Water Company	07/14/08
4	NARUCAI	Analysis of Income	08:25:32
5		For the Period Ending 06/30/2008	
6			
7			
8	Description		
9	----------		
10	P02 Water Revenues		
11	401110 Res Sales Billed		
12	Res Sales Billed		
13	B4611 Metered Sales-Res		
14	401120 Res Sales Unbilled		
15	Res Sales Unbilled		
16	B4611 Metered Sales-Res		
17	401210 Com Sales Billed		
18	Com Sales Billed		
19	B4612 Metered Sales-Com		
20	401220 Com Sales Unbilled		
21	Com Sales Unbilled		
22	B4612 Metered Sales-Com		
23	401310 Ind Sales Billed		
24	Ind Sales Billed		
25	B4613 Metered Sales-Ind		
26	401320 Ind Sales Unbilled		
27	Ind Sales Unbilled		
28	B4613 Metered Sales-Ind		
29	401450 Priv Fire Billed		
30	Priv Fire Billed		
31	B4622 Private Fire Revenues		
32	401510 Pub Auth Billed		
33	Pub Auth Billed		
34	B4614 Metered Sales-OPA		
35	401520 Pub Auth Unbilled		
36	Pub Auth Unbilled		
37	B4614 Metered Sales-OPA		
38	401610 SFR Billed		
39	SFR Billed		
40	B466 Sales for Resale		
41	401620 Sales for Resale Unbilled		
42	Sales for Resale Unbilled		
43	B466 Sales for Resale		
44	401710 Misc Sales Billed		
45	Misc Sales Billed		
46	B474 Other Water Revenues		
47	401713 Misc Sales Billed Unmetered		
48	Misc Sales Billed Unmetered		
49	B474 Other Water Revenues		
50	P02 Water Revenues		

	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7	June	June	Prior Year	Prior Year	
8	Activity	Balance	Activity	Balance	Line
9	----------	----------	----------	----------	----------
10					
11					
12					
13	(1,392,434.31)	(7,250,285.65)	(1,559,833.35)	(6,952,337.91)	P02
14					
15					
16	(42,534.05)	(54,062.24)	(180,178.43)	(196,436.24)	P02
17					
18					
19	(1,009,845.49)	(5,450,019.83)	(1,053,802.63)	(5,037,908.03)	P02
20					
21					
22	(1,951.80)	(23,409.75)	(84,250.86)	(34,440.60)	P02
23					
24					
25	(335,817.22)	(1,880,446.49)	(344,181.80)	(1,742,703.83)	P02
26					
27					
28	(288.97)	26,340.78	(36,009.68)	(12,614.32)	P02
29					
30					
31	(134,570.12)	(802,937.78)	(113,466.62)	(684,962.70)	P02
32					
33					
34	(240,149.50)	(1,175,358.40)	(222,548.15)	(1,086,270.81)	P02
35					
36					
37	2,657.47	13,897.83	(28,118.91)	(14,432.35)	P02
38					
39					
40	(143,524.93)	(665,905.58)	(184,974.63)	(718,473.59)	P02
41					
42					
43	8,219.46	29,280.60	(43,707.93)	(42,484.68)	P02
44					
45					
46	(20.00)	(100.00)	(19.50)	(49.25)	P02
47					
48					
49	0.00	0.00	0.00	(42.64)	P02
50	(3,290,259.46)	(17,233,006.51)	(3,851,092.49)	(16,523,156.95)	

	G	H	I
1			
2			
3			
4			
5			
6			
7			
8	Object	Subsidiary	NARUC
9	----------	----------	----------
10			
11			
12			
13	401110		B4611
14			
15			
16	401120		B4611
17			
18			
19	401210		B4612
20			
21			
22	401220		B4612
23			
24			
25	401310		B4613
26			
27			
28	401320		B4613
29			
30			
31	401450		B4622
32			
33			
34	401510		B4614
35			
36			
37	401520		B4614
38			
39			
40	401610		B466
41			
42			
43	401620		B466
44			
45			
46	401710		B474
47			
48			
49	401713		B474
50			

	A
51	
52	P04 Other Revenues
53	403001 Oth Rev-Interco-AW21
54	AW21 Oth Rev-Interco-AW21
55	B474 Other Water Revenues
56	403101 Oth Rev-Forfeited Discounts
57	Oth Rev-Forfeited Discounts
58	B470 Forfeited Discounts
59	403102 Oth Rev-Rents Water Property
60	Oth Rev-Rents Water Property
61	B472 Rents from Water Property
62	403103 Oth Rev-Collect for Others
63	Oth Rev-Collect for Others
64	B471 Misc Service Revenues
65	403104 Oth Rev-NSF Check Charge
66	Oth Rev-NSF Check Charge
67	B471 Misc Service Revenues
68	403105 Oth Rev-Appl/Initiate Serv Fee
69	Oth Rev-Appl/Initiate Serv F
70	B471 Misc Service Revenues
71	403107 Oth Rev-Reconnection Charges
72	Oth Rev-Reconnection Charges
73	B471 Misc Service Revenues
74	P04 Other Revenues
75	
76	P08 Labor
77	501200 Labor
78	12 Labor Oper P
79	B6011 Salaries-Empl Oper SS
80	13 Labor Oper WT
81	B6013 Salaries-Empl Oper WT
82	14 Labor Oper TD
83	B6015 Salaries-Empl Oper TD
84	1405 Labor Oper TD Super/Eng
85	B6015 Salaries-Empl Oper TD
86	1420 Labor Oper TD Meter
87	B6015 Salaries-Empl Oper TD
88	1510 Labor Oper CA Mtr Read
89	B6017 Salaries-Empl CA
90	16 Labor Oper AG
91	B6018 Salaries-Empl AG
92	2405 Labor Maint TD Super/Eng
93	B6016 Salaries-Empl Maint TD
94	2420 Labor Maint TD Mains
95	B6016 Salaries-Empl Maint TD
96	2430 Labor Maint TD Services
97	B6016 Salaries-Empl Maint TD
98	2435 Labor Maint TD Meters
99	B6016 Salaries-Empl Maint TD
100	2440 Labor Maint TD Hydrants

	B	C	D	E	F
51					
52					
53					
54					
55	(3,233.93)	(23,980.07)	0.00	0.00	P04
56					
57					
58	(24,456.45)	(166,367.25)	(21,461.18)	(137,502.50)	P04
59					
60					
61	(12,740.98)	(64,144.08)	(10,034.82)	(59,861.27)	P04
62					
63					
64	(30,782.06)	(189,727.27)	(33,403.64)	(216,243.22)	P04
65					
66					
67	(2,320.00)	(12,940.00)	(2,120.00)	(12,640.00)	P04
68					
69					
70	(25,890.00)	(135,050.00)	(23,865.00)	(147,805.00)	P04
71					
72					
73	(14,989.00)	(95,532.00)	(15,465.00)	(85,724.00)	P04
74	(114,412.42)	(687,740.67)	(106,349.64)	(659,775.99)	
75					
76					
77					
78					
79	110,348.57	622,222.01	101,293.69	614,249.77	P08
80					
81	0.00	0.00	0.00	189.04	P08
82					
83	11,249.15	62,998.10	11,229.72	61,798.56	P08
84					
85	8,769.16	56,617.69	7,998.65	47,762.74	P08
86					
87	22,797.58	145,981.02	21,505.05	136,503.40	P08
88					
89	27,092.70	179,793.33	30,502.40	213,471.78	P08
90					
91	107,716.86	771,577.86	100,413.53	567,263.05	P08
92					
93	4,473.57	28,806.85	6,313.37	30,935.95	P08
94					
95	37,517.04	268,763.92	53,343.67	341,793.70	P08
96					
97	18,360.69	128,041.49	17,820.27	123,488.83	P08
98					
99	11,524.84	42,801.22	2,760.33	50,209.18	P08
100					

	G	H	I
51			
52			
53			
54			
55	403001	AW21	B474
56			
57			
58	403101		B470
59			
60			
61	403102		B472
62			
63			
64	403103		B471
65			
66			
67	403104		B471
68			
69			
70	403105		B471
71			
72			
73	403107		B471
74			
75			
76			
77			
78			
79	501200	12	B6011
80			
81	501200	13	B6013
82			
83	501200	14	B6015
84			
85	501200	1405	B6015
86			
87	501200	1420	B6015
88			
89	501200	1510	B6017
90			
91	501200	16	B6018
92			
93	501200	2405	B6016
94			
95	501200	2420	B6016
96			
97	501200	2430	B6016
98			
99	501200	2435	B6016
100			

	A
101	B6016 Salaries-Empl Maint TD
102	501711 IP-Off-Annual-P/R JE
103	IP-Off-Annual-P/R JE
104	B6018 Salaries-Empl AG
105	16 Incen Plan-Off-Annual
106	B6018 Salaries-Empl AG
107	501712 Incen Plan-Off-Long Term
108	16 Incen Plan-Off-Long Term
109	B6018 Salaries-Empl AG
110	501716 Comp Exp-Options
111	16 Comp Exp-Options
112	B6018 Salaries-Empl AG
113	501717 Comp Exp-Restricted Stk
114	16 Comp Exp-Restricted Stk
115	B6018 Salaries-Empl AG
116	501718 Comp Exp-RSU's
117	16 Comp Exp-RSU's
118	B6018 Salaries-Empl AG
119	P08 Labor
120	
121	P09 Purchased Water
122	510100 Purchased Water-Outside
123	11 Purchased Water-Outside
124	B6101 Purchased Water Oper SS
125	P09 Purchased Water
126	
127	P10 Fuel & Power
128	515100 Purch Power
129	12 Purch Power P
130	B6151 Purch Power Oper SS
131	14 Purch Power TD
132	B6155 Purch Power Oper TD
133	515200 Fuel for Power Prod SS
134	11 Fuel for Power Prod SS
135	B6161 Purch Fuel Oper SS
136	P10 Fuel & Power
137	
138	P11 Chemicals
139	518000 Chemicals WT
140	13 Chemicals WT
141	B6183 Chemicals Oper WT
142	518001 Chemicals Carbon AWSI
143	AWSI Chemicals Carbon AWSI
144	B6183 Chemicals Oper WT
145	13 Chemicals WT Carbon Lease
146	B6183 Chemicals Oper WT
147	P11 Chemicals
148	
149	P12 Waste Disposal
150	511100 Waste Disposal Exp WT

	B	C	D	E	F
101	8,217.79	30,976.36	7,324.80	35,379.68	P08
102					
103					
104	17,087.70	88,112.12	15,337.97	37,027.47	P08
105					
106	1,295.93	1,295.93	0.00	0.00	P08
107					
108					
109	(1.00)	939.00	0.00	0.00	P08
110					
111					
112	156.00	156.00	0.00	0.00	P08
113					
114					
115	4,844.67	11,142.74	0.00	0.00	P08
116					
117					
118	37.00	37.00	0.00	0.00	P08
119	391,488.25	2,440,262.64	375,843.45	2,260,073.15	
120					
121					
122					
123					
124	5,741.21	16,526.53	4,168.03	18,714.89	P09
125	5,741.21	16,526.53	4,168.03	18,714.89	
126					
127					
128					
129					
130	251,706.26	1,159,151.94	223,053.71	1,014,426.51	P10
131					
132	189.38	1,190.99	282.67	1,692.20	P10
133					
134					
135	637.50	1,257.04	259.49	1,660.85	P10
136	252,533.14	1,161,599.97	223,595.87	1,017,779.56	
137					
138					
139					
140					
141	83,226.27	451,602.22	67,571.42	500,219.57	P11
142					
143					
144	17,349.70	82,897.07	0.00	0.00	P11
145					
146	0.00	0.00	28,557.00	50,994.60	P11
147	100,575.97	534,499.29	96,128.42	551,214.17	
148					
149					
150					

	G	H	I
101	501200	2440	B6016
102			
103			
104	501711		B6018
105			
106	501711	16	B6018
107			
108			
109	501712	16	B6018
110			
111			
112	501716	16	B6018
113			
114			
115	501717	16	B6018
116			
117			
118	501718	16	B6018
119			
120			
121			
122			
123			
124	510100	11	B6101
125			
126			
127			
128			
129			
130	515100	12	B6151
131			
132	515100	14	B6155
133			
134			
135	515200	11	B6161
136			
137			
138			
139			
140			
141	518000	13	B6183
142			
143			
144	518001	AWSI	B6183
145			
146	518001	13	B6183
147			
148			
149			
150			

	A
151	13 Waste Disposal Exp WT
152	B6753 Misc Exp Oper WT
153	P12 Waste Disposal
154	
155	P13 Management Fees-Corporate
156	534214 Mgmt Fees-Bus Chg Costs
157	16 Mgmt Fees-Bus Chg Costs
158	B6348 Cont Serv Mgmt Fee AG
159	534600 Mmgt Fees-Corporate
160	16 Mmgt Fees-Corporate
161	B6358 Cont Serv Other AG
162	534615 SSC-Shrd Bus Srv Fees
163	16 SSC-Shrd Bus Srv Fees
164	B6358 Cont Serv Other AG
165	534620 Mmgt Fees Bsn Change-Corp
166	16 Mmgt Fees Bsn Change-Corp
167	B6358 Cont Serv Other AG
168	534625 CSC-Shrd Bus Srv Fees
169	16 CSC-Shrd Bus Srv Fees
170	B6358 Cont Serv Other AG
171	534635 ITS-Shrd Bus Srv Fees
172	16 ITS-Shrd Bus Srv Fees
173	B6358 Cont Serv Other AG
174	534645 Procure-Shrd Bus Srv Fees
175	16 Procure-Shrd Bus Srv Fees
176	B6358 Cont Serv Other AG
177	534650 Mmgt Fees P13880-Corp
178	16 Mmgt Fees P13880-Corp
179	B6358 Cont Serv Other AG
180	534655 Lab-Shrd Bus Srv Fees
181	16 Lab-Shrd Bus Srv Fees
182	B6358 Cont Serv Other AG
183	534665 BSC-Shrd Bus Srv Fees
184	16 BSC-Shrd Bus Srv Fees
185	B6358 Cont Serv Other AG
186	534700 Mmgt Fees-Region
187	16 Mmgt Fees-Region
188	B6358 Cont Serv Other AG
189	534720 Mmgt Fees Bsn Change-Region
190	16 Mmgt Fees Bsn Change-Region
191	B6358 Cont Serv Other AG
192	534750 Mmgt Fees P13880-Region
193	16 Mmgt Fees P13880-Region
194	B6358 Cont Serv Other AG
195	P13 Management Fees-Corporate
196	
197	P14 Group Insurance
198	504100 Group Insurance
199	001 Group Insurance - Cap Credit
200	Not applicable

	B	C	D	E	F
151					
152	16,824.74	116,040.22	4,343.79	93,113.40	P12
153	16,824.74	116,040.22	4,343.79	93,113.40	
154					
155					
156					
157					
158	0.00	0.00	0.00	0.00	P13
159					
160					
161	100,356.19	489,736.38	250,458.52	1,380,425.24	P13
162					
163					
164	32,348.71	213,337.33	0.00	0.00	P13
165					
166					
167	1,087.56	16,352.39	141.47	726.80	P13
168					
169					
170	96,105.40	552,605.71	0.00	0.00	P13
171					
172					
173	76,514.34	391,773.20	0.00	0.00	P13
174					
175					
176	4,807.80	27,306.94	0.00	0.00	P13
177					
178					
179	20,872.75	202,582.45	45,558.66	395,542.27	P13
180					
181					
182	11,565.81	67,399.38	0.00	0.00	P13
183					
184					
185	1,903.61	12,191.14	0.00	0.00	P13
186					
187					
188	142,309.90	658,285.08	74,676.17	575,635.89	P13
189					
190					
191	0.00	5,758.35	0.00	0.00	P13
192					
193					
194	9.95	3,449.58	3,080.08	16,118.06	P13
195	487,882.02	2,640,777.93	373,914.90	2,368,448.26	
196					
197					
198					
199					
200	(18,579.42)	(150,631.54)	0.00	0.00	P14

	G	H	I
151			
152	511100	13	B6753
153			
154			
155			
156			
157			
158	534214	16	B6348
159			
160			
161	534600	16	B6358
162			
163			
164	534615	16	B6358
165			
166			
167	534620	16	B6358
168			
169			
170	534625	16	B6358
171			
172			
173	534635	16	B6358
174			
175			
176	534645	16	B6358
177			
178			
179	534650	16	B6358
180			
181			
182	534655	16	B6358
183			
184			
185	534665	16	B6358
186			
187			
188	534700	16	B6358
189			
190			
191	534720	16	B6358
192			
193			
194	534750	16	B6358
195			
196			
197			
198			
199			
200	504100	001	

	A
201	16 Group Ins Oper AG
202	B6048 Empl Pens & Ben AG
203	505100 PBOP
204	001 PBOP Cap Credits
205	Not applicable
206	16 PBOP Oper AG
207	B6048 Empl Pens & Ben AG
208	P14 Group Insurance
209	
210	P15 Pensions
211	506100 Pension
212	001 Pension - Cap Credits
213	Not applicable
214	16 Pension Oper AG
215	B6048 Empl Pens & Ben AG
216	P15 Pensions
217	
218	P16 Regulatory Expense
219	566100 Reg Comm Amort Rate Case
220	16 Reg Comm Amort Rate Case
221	B6668 Reg Exp-Rate Case
222	566200 Reg Comm Amort Depr Study
223	16 Reg Comm Amort Depr Study
224	B6678 Reg Exp-Other AG
225	566700 Regulatory Comm Exp-Other
226	16 Reg Comm Other Oper AG
227	B6678 Reg Exp-Other AG
228	P16 Regulatory Expense
229	
230	P17 Ins Other Than Group
231	557000 Insurance General Liab
232	16 Ins Gen Liab Oper AG
233	B6578 Ins Gen Liab AG
234	558000 Insurance Workman's Comp
235	001 Ins Work Comp Cap Credits
236	Not applicable
237	16 Ins Work Comp AG
238	B6588 Ins Work Comp AG
239	559000 Insurance Other
240	16 Ins Other Oper AG
241	B6598 Ins Other AG
242	P17 Ins Other Than Group
243	
244	P18 Customer Accounting
245	520100 M & S Oper CA
246	15 M & S Oper CA
247	B6207 M&S CA
248	570100 Uncollectible Accounts
249	15 Uncollectible Accounts
250	B6707 Bad Debt Expense

	B	C	D	E	F
201					
202	101,722.14	643,062.13	82,169.71	468,083.32	P14
203					
204					
205	(8,490.58)	(47,698.14)	0.00	0.00	P14
206					
207	70,458.50	422,751.00	62,690.41	368,324.07	P14
208	145,110.64	867,483.45	144,860.12	836,407.39	
209					
210					
211					
212					
213	(14,631.39)	(80,121.06)	0.00	0.00	P15
214					
215	133,724.33	827,082.98	63,639.59	371,694.72	P15
216	119,092.94	746,961.92	63,639.59	371,694.72	
217					
218					
219					
220					
221	11,888.89	91,337.84	23,796.50	73,807.75	P16
222					
223					
224	920.41	5,522.46	800.28	3,371.78	P16
225					
226					
227	0.00	(45,795.70)	0.00	0.00	P16
228	12,809.30	51,064.60	24,596.78	77,179.53	
229					
230					
231					
232					
233	(33,068.85)	51,955.41	24,371.09	127,670.70	P17
234					
235					
236	(4,001.43)	(20,062.06)	0.00	0.00	P17
237					
238	48,067.32	135,420.17	11,899.95	69,031.49	P17
239					
240					
241	2,769.36	14,952.21	5,819.80	38,838.23	P17
242	13,766.40	182,265.73	42,090.84	235,540.42	
243					
244					
245					
246					
247	0.00	663.32	175.05	525.43	P18
248					
249					
250	62,138.05	245,971.69	18,595.75	229,835.91	P18

	G	H	I
201			
202	504100	16	B6048
203			
204			
205	505100	001	
206			
207	505100	16	B6048
208			
209			
210			
211			
212			
213	506100	001	
214			
215	506100	16	B6048
216			
217			
218			
219			
220			
221	566100	16	B6668
222			
223			
224	566200	16	B6678
225			
226			
227	566700	16	B6678
228			
229			
230			
231			
232			
233	557000	16	B6578
234			
235			
236	558000	001	
237			
238	558000	16	B6588
239			
240			
241	559000	16	B6598
242			
243			
244			
245			
246			
247	520100	15	B6207
248			
249			
250	570100	15	B6707

	A
251	16 Uncollectible Accts-MI's
252	B6707 Bad Debt Expense
253	575000 Misc Oper CA
254	15 Misc Oper CA
255	B6757 Misc Exp CA
256	1520 Misc Oper CA Cust Serv
257	B6757 Misc Exp CA
258	575100 Bank Service Charges CA
259	15 Bank Service Charges CA
260	B6757 Misc Exp CA
261	575200 Collection Agencies CA
262	15 Collection Agencies CA
263	B6757 Misc Exp CA
264	575420 Forms CA
265	15 Forms CA
266	B6757 Misc Exp CA
267	575660 Postage CA
268	15 Postage CA
269	B6757 Misc Exp CA
270	575740 Telephone CA
271	15 Telephone CA
272	B6757 Misc Exp CA
273	575743 Wireless Serv 1st CA
274	15 Wireless Serv 1st CA
275	B6757 Misc Exp CA
276	575820 Uniforms CA
277	15 Uniforms CA
278	B6757 Misc Exp CA
279	P18 Customer Accounting
280	
281	P19 Rents
282	541000 Rents-Real Property
283	14 Rents-Real Prop Oper TD
284	B6415 Rents-Real Prop Oper TD
285	16 Rents-Real Prop Oper AG
286	B6418 Rents-Real Prop AG
287	541400 Rents-Equipment
288	15 Rents-Equipment Oper CA
289	B6427 Rents-Equipment CA
290	16 Rents-Equipment Oper AG
291	B6428 Rents-Equipment AG
292	16 Rents-Equipment Oper AG
293	P19 Rents
294	
295	P20 General Office Exp
296	520100 M & S Oper AG
297	16 M & S Oper AG
298	B6208 M&S AG
299	575002 Misc General Office
300	16 Misc General Office

	B	C	D	E	F
251					
252	0.00	5,936.62	(1,198.72)	(16,906.67)	P18
253					
254					
255	1,035.66	1,110.76	0.00	(150.00)	P18
256					
257	0.00	617.88	0.00	0.00	P18
258					
259					
260	25,341.93	130,352.04	27,349.84	118,128.13	P18
261					
262					
263	348.67	8,596.73	970.20	10,392.99	P18
264					
265					
266	9,771.84	57,901.79	5,360.32	53,393.55	P18
267					
268					
269	27,272.87	161,029.91	25,397.22	151,238.82	P18
270					
271					
272	0.00	1.88	0.00	3.49	P18
273					
274					
275	0.00	3,272.50	680.32	4,082.12	P18
276					
277					
278	386.19	1,334.80	0.00	2,417.96	P18
279	126,295.21	616,789.92	77,329.98	552,961.73	
280					
281					
282					
283					
284	0.00	150.00	0.00	150.00	P19
285					
286	0.00	1,169.00	298.00	1,450.86	P19
287					
288					
289	349.82	879.17	1,267.62	1,576.90	P19
290					
291	371.55	414.52	2,857.10	16,716.42	P19
292					
293	721.37	2,612.69	4,422.72	19,894.18	
294					
295					
296					
297					
298	1,119.51	6,607.94	131.46	3,263.42	P20
299					
300					

	G	H	I
251			
252	570100	16	B6707
253			
254			
255	575000	15	B6757
256			
257	575000	1520	B6757
258			
259			
260	575100	15	B6757
261			
262			
263	575200	15	B6757
264			
265			
266	575420	15	B6757
267			
268			
269	575660	15	B6757
270			
271			
272	575740	15	B6757
273			
274			
275	575743	15	B6757
276			
277			
278	575820	15	B6757
279			
280			
281			
282			
283			
284	541000	14	B6415
285			
286	541000	16	B6418
287			
288			
289	541400	15	B6427
290			
291	541400	16	B6428
292			
293			
294			
295			
296			
297			
298	520100	16	B6208
299			
300			

	A
301	B6758 Misc Exp AG
302	575100 Bank Service Charges AG
303	16 Bank Service Charges AG
304	B6758 Misc Exp AG
305	575260 Credit Line Fees
306	16 Credit Line Fees
307	B6758 Misc Exp AG
308	575261 Credit Line Fees AW46
309	AW46 Credit Line Fees AW46
310	B6758 Misc Exp AG
311	575280 Dues/Membership Deduct
312	16 Dues/Membership Deduct
313	B6758 Misc Exp AG
314	575320 Electricity AG
315	16 Electricity AG
316	B6758 Misc Exp AG
317	575340 Empl Exp AG-P/R JE
318	16 Employee Expenses AG
319	B6758 Misc Exp AG
320	575342 Empl Exp Conf/Registration AG
321	16 Empl Exp Conf/Registration A
322	B6758 Misc Exp AG
323	575350 Meals Deduct-P/R JE
324	16 Meals Deduct
325	B6758 Misc Exp AG
326	575351 Meals Non Deduct
327	16 Meals Non Deduct
328	B6758 Misc Exp AG
329	575480 Heat - Oil/Gas AG
330	16 Heat - Oil/Gas AG
331	B6758 Misc Exp AG
332	575500 Janitorial AG
333	16 Janitorial AG
334	B6758 Misc Exp AG
335	575620 Office & Admin Supplies AG
336	16 Office & Admin Supplies AG
337	B6758 Misc Exp AG
338	575660 Postage AG
339	16 Postage AG
340	B6758 Misc Exp AG
341	575670 Relocation Expenses
342	16 Relocation Expenses
343	B6758 Misc Exp AG
344	575740 Telephone AG
345	16 Telephone AG
346	B6758 Misc Exp AG
347	575741 Cell Phone AG
348	16 Cell Phone AG
349	B6758 Misc Exp AG
350	575780 Trash Removal AG

	B	C	D	E	F
301	0.00	0.00	0.00	31.18	P20
302					
303					
304	0.00	1,068.86	489.05	3,483.26	P20
305					
306					
307	58.29	349.74	94.72	568.32	P20
308					
309					
310	1,788.72	11,581.51	5,079.31	19,184.35	P20
311					
312					
313	235.00	565.00	68.00	1,328.00	P20
314					
315					
316	2,942.24	12,894.52	2,142.39	10,949.98	P20
317					
318					
319	351.43	16,735.46	3,111.27	9,448.60	P20
320					
321					
322	0.00	4,265.00	0.00	425.00	P20
323					
324					
325	300.95	3,748.16	268.42	976.32	P20
326					
327					
328	300.96	3,749.11	268.44	976.43	P20
329					
330					
331	52.53	4,607.45	(45.52)	2,067.52	P20
332					
333					
334	398.75	2,392.50	398.75	2,392.50	P20
335					
336					
337	569.15	3,547.26	866.36	2,195.43	P20
338					
339					
340	188.33	1,165.43	422.46	1,749.68	P20
341					
342					
343	3,727.76	5,212.76	0.00	0.00	P20
344					
345					
346	2,844.21	20,152.58	1,330.56	20,676.13	P20
347					
348					
349	3,288.74	21,222.66	2,845.81	13,712.72	P20
350					

	G	H	I
301	575002	16	B6758
302			
303			
304	575100	16	B6758
305			
306			
307	575260	16	B6758
308			
309			
310	575261	AW46	B6758
311			
312			
313	575280	16	B6758
314			
315			
316	575320	16	B6758
317			
318			
319	575340	16	B6758
320			
321			
322	575342	16	B6758
323			
324			
325	575350	16	B6758
326			
327			
328	575351	16	B6758
329			
330			
331	575480	16	B6758
332			
333			
334	575500	16	B6758
335			
336			
337	575620	16	B6758
338			
339			
340	575660	16	B6758
341			
342			
343	575670	16	B6758
344			
345			
346	575740	16	B6758
347			
348			
349	575741	16	B6758
350			

	A
351	16 Trash Removal AG
352	B6758 Misc Exp AG
353	575830 Wtr & Waste Wtr Exp AG
354	16 Wtr & Waste Wtr Exp AG
355	B6758 Misc Exp AG
356	P20 General Office Exp
357	
358	P21 Miscellaneous
359	504500 Other Welfare Expense
360	16 Other Welf Oper AG
361	B6048 Empl Pens & Ben AG
362	504610 Employee Awards AG
363	16 Employee Awards AG
364	B6048 Empl Pens & Ben AG
365	504620 Employee Physical Exam AG
366	16 Employee Physical Exam AG
367	B6048 Empl Pens & Ben AG
368	504660 Tuition Aid AG
369	16 Tuition Aid AG
370	B6048 Empl Pens & Ben AG
371	504670 Training AG
372	16 Training AG
373	B6048 Empl Pens & Ben AG
374	507100 401k
375	16 401k Oper AG
376	B6048 Empl Pens & Ben AG
377	508101 DCP
378	16 DCP Oper AG
379	B6048 Empl Pens & Ben AG
380	508102 Retiree Med Reimb
381	16 Retiree Med Oper AG
382	B6048 Empl Pens & Ben AG
383	520100 M & S Oper WT
384	13 M & S Oper WT
385	B6203 M&S Oper WT
386	14 M & S Oper TD
387	B6205 M&S Oper TD
388	532000 Contract Svc-Accounting
389	16 Contr Svc-Acctg Oper AG
390	B6328 Cont Serv Acct AG
391	533000 Contract Svc-Legal
392	16 Contr Svc-Legal Oper AG
393	B6338 Cont Serv Legal AG
394	535000 Contract Svc-Other
395	13 Contr Svc-Other Oper WT
396	B6353 Cont Serv Other Oper WT
397	14 Contr Svc-Other Oper TD
398	B6355 Cont Serv Other Oper TD
399	16 Contr Svc-Other Oper AG
400	B6358 Cont Serv Other AG

	B	C	D	E	F
351					
352	0.00	0.00	0.00	504.00	P20
353					
354					
355	1,194.85	2,515.29	228.20	838.67	P20
356	19,361.42	122,381.23	17,699.68	94,771.51	
357					
358					
359					
360					
361	60.09	1,356.46	119.30	678.08	P21
362					
363					
364	0.00	5,282.15	386.23	2,931.47	P21
365					
366					
367	76.00	2,518.00	0.00	1,273.00	P21
368					
369					
370	0.00	3,887.00	0.00	3,951.00	P21
371					
372					
373	3,763.87	6,240.41	0.00	909.90	P21
374					
375					
376	7,772.92	48,274.84	7,056.81	42,962.68	P21
377					
378					
379	6,235.32	38,042.55	5,761.97	36,098.47	P21
380					
381					
382	607.10	2,499.24	1,218.52	2,563.42	P21
383					
384					
385	6,272.82	38,387.11	2,774.78	15,938.26	P21
386					
387	1,940.80	9,684.60	1,344.91	8,431.78	P21
388					
389					
390	3,784.00	22,734.00	11,830.00	28,747.00	P21
391					
392					
393	7,488.72	22,196.09	(774.26)	23,895.85	P21
394					
395					
396	6,856.24	21,372.84	395.80	17,534.30	P21
397					
398	10,959.38	51,818.45	5,961.29	56,806.57	P21
399					
400	7,285.16	30,606.00	4,176.95	28,168.70	P21

	G	H	I
351			
352	575780	16	B6758
353			
354			
355	575830	16	B6758
356			
357			
358			
359			
360			
361	504500	16	B6048
362			
363			
364	504610	16	B6048
365			
366			
367	504620	16	B6048
368			
369			
370	504660	16	B6048
371			
372			
373	504670	16	B6048
374			
375			
376	507100	16	B6048
377			
378			
379	508101	16	B6048
380			
381			
382	508102	16	B6048
383			
384			
385	520100	13	B6203
386			
387	520100	14	B6205
388			
389			
390	532000	16	B6328
391			
392			
393	533000	16	B6338
394			
395			
396	535000	13	B6353
397			
398	535000	14	B6355
399			
400	535000	16	B6358

	A
401	535001 Contr Svc-Temp Empl Oper AG
402	16 Contr Svc-Temp Empl Oper AG
403	B6358 Cont Serv Other AG
404	550000 Transportation
405	001 Trans - Cap Credits
406	Not applicable
407	14 Trans Oper TD
408	B6505 Transportation Oper TD
409	15 Trans Oper CA
410	B6507 Transportation CA
411	16 Trans Oper AG
412	B6508 Transportation AG
413	24 Transport Maint TD
414	B6506 Transportation Maint TD
415	550001 Trans Oper AG Lease Cost
416	16 Trans Oper AG Lease Cost
417	B6508 Transportation AG
418	550002 Trans Oper AG Lease Fuel
419	16 Trans Oper AG Lease Fuel
420	B6508 Transportation AG
421	550003 Trans Oper AG Lease Maint
422	16 Trans Oper AG Lease Maint
423	B6508 Transportation AG
424	556000 Insurance Vehicle
425	16 Ins Vehicle Oper AG
426	B6568 Ins Vehicle AG
427	575000 Misc Oper WT
428	13 Misc Oper WT
429	B6753 Misc Exp Oper WT
430	14 Misc Oper TD
431	B6755 Misc Exp Oper TD
432	16 Misc Oper AG
433	B6758 Misc Exp AG
434	575030 Advertising
435	16 Advertising
436	B6608 Advertising AG
437	575130 Brochures and Handouts
438	16 Brochures and Handouts
439	B6758 Misc Exp AG
440	575240 Co Dues/Membership Deduct
441	16 Co Dues/Membership Deduct
442	B6758 Misc Exp AG
443	575242 Co Dues Deduct AWWA
444	16 Co Dues Deduct AWWA
445	B6758 Misc Exp AG
446	575270 Directors Fees
447	16 Directors Fees
448	B6758 Misc Exp AG
449	575275 Discounts Available
450	16 Discounts Available

	B	C	D	E	F
401					
402					
403	0.00	2,700.00	0.00	0.00	P21
404					
405					
406	(5,875.05)	(35,968.05)	0.00	0.00	P21
407					
408	0.00	0.00	0.00	10.93	P21
409					
410	0.00	0.00	0.00	429.39	P21
411					
412	7,580.98	23,004.95	(5,422.91)	(18,626.63)	P21
413					
414	115.37	4,989.21	153.30	887.74	P21
415					
416					
417	1,187.90	8,323.00	828.13	35,708.98	P21
418					
419					
420	32,083.83	152,169.31	19,008.40	101,796.61	P21
421					
422					
423	31,258.89	113,286.37	8,034.51	96,308.87	P21
424					
425					
426	5,180.55	18,585.85	0.00	0.00	P21
427					
428					
429	1,067.90	6,301.17	3,827.33	9,980.28	P21
430					
431	2,495.81	18,891.62	3,563.18	19,807.23	P21
432					
433	8,475.19	29,179.36	2,063.25	(33,066.09)	P21
434					
435					
436	2,009.81	13,587.48	2,731.95	29,163.92	P21
437					
438					
439	424.68	1,257.14	194.92	402.95	P21
440					
441					
442	1,954.75	11,728.50	21,334.71	21,334.71	P21
443					
444					
445	2,535.42	10,362.52	1,478.75	5,302.50	P21
446					
447					
448	0.00	4,000.00	0.00	4,000.00	P21
449					
450					

	G	H	I
401			
402			
403	535001	16	B6358
404			
405			
406	550000	001	
407			
408	550000	14	B6505
409			
410	550000	15	B6507
411			
412	550000	16	B6508
413			
414	550000	24	B6506
415			
416			
417	550001	16	B6508
418			
419			
420	550002	16	B6508
421			
422			
423	550003	16	B6508
424			
425			
426	556000	16	B6568
427			
428			
429	575000	13	B6753
430			
431	575000	14	B6755
432			
433	575000	16	B6758
434			
435			
436	575030	16	B6608
437			
438			
439	575130	16	B6758
440			
441			
442	575240	16	B6758
443			
444			
445	575242	16	B6758
446			
447			
448	575270	16	B6758
449			
450			

	A
451	B6758 Misc Exp AG
452	575320 Electricity WT
453	13 Electricity WT
454	B6753 Misc Exp Oper WT
455	14 Electricity TD
456	B6755 Misc Exp Oper TD
457	575400 Bus Servies Proj Exp
458	16 Bus Servies Proj Exp
459	B6758 Misc Exp AG
460	575480 Heat - Oil/Gas WT
461	13 Heat - Oil/Gas WT
462	B6753 Misc Exp Oper WT
463	14 Heat - Oil/Gas TD
464	B6755 Misc Exp Oper TD
465	575490 Injuries and Damages
466	16 Injuries and Damages
467	B6758 Misc Exp AG
468	575500 Janitorial WT
469	13 Janitorial WT
470	B6753 Misc Exp Oper WT
471	14 Janitorial TD
472	B6755 Misc Exp Oper TD
473	575545 Lab Supplies WT
474	13 Lab Supplies WT
475	B6753 Misc Exp Oper WT
476	575560 Lobbying Expenses
477	16 Lobbying Expenses
478	B6758 Misc Exp AG
479	575620 Office & Admin Supplies SS
480	11 Office & Admin Supplies SS
481	B6751 Misc Exp Oper SS
482	13 Office & Admin Supplies WT
483	B6753 Misc Exp Oper WT
484	14 Office & Admin Supplies TD
485	B6755 Misc Exp Oper TD
486	575625 Overnight Shipping AG
487	16 Overnight Shipping AG
488	B6758 Misc Exp AG
489	575640 Penalties Nondeduct
490	16 Penalties Nondeduct
491	B6758 Misc Exp AG
492	575680 Research & Development Exp
493	16 Research & Development Exp
494	B6758 Misc Exp AG
495	575710 Security Service AG
496	16 Security Service AG
497	B6758 Misc Exp AG
498	575715 Software Licenses & Support
499	16 Software Licenses & Support
500	B6758 Misc Exp AG

	B	C	D	E	F
451	(415.38)	(2,316.03)	(436.76)	(2,273.51)	P21
452					
453					
454	4,073.03	24,611.15	3,194.95	22,432.40	P21
455					
456	1,747.20	8,253.67	1,506.99	6,811.88	P21
457					
458					
459	11,239.33	67,435.98	11,239.33	67,435.98	P21
460					
461					
462	88.04	4,307.40	122.87	4,481.68	P21
463					
464	98.63	2,723.43	121.75	2,518.03	P21
465					
466					
467	100.00	3,471.95	1,325.00	5,627.20	P21
468					
469					
470	797.50	4,785.00	797.50	4,785.00	P21
471					
472	398.75	2,392.50	398.75	2,392.50	P21
473					
474					
475	2,771.86	12,597.14	3,135.62	12,361.27	P21
476					
477					
478	0.00	300.00	0.00	15,601.20	P21
479					
480					
481	0.00	172.93	0.00	0.00	P21
482					
483	0.00	0.00	91.46	91.46	P21
484					
485	1,471.11	2,094.16	689.69	1,805.00	P21
486					
487					
488	141.37	1,576.64	348.78	1,664.23	P21
489					
490					
491	0.00	15,460.93	1.85	11,885.92	P21
492					
493					
494	935.11	5,702.65	929.18	5,575.07	P21
495					
496					
497	11,889.60	80,717.70	18,288.46	96,175.08	P21
498					
499					
500	212.51	1,275.05	299.37	1,796.23	P21

	G	H	I
451	575275	16	B6758
452			
453			
454	575320	13	B6753
455			
456	575320	14	B6755
457			
458			
459	575400	16	B6758
460			
461			
462	575480	13	B6753
463			
464	575480	14	B6755
465			
466			
467	575490	16	B6758
468			
469			
470	575500	13	B6753
471			
472	575500	14	B6755
473			
474			
475	575545	13	B6753
476			
477			
478	575560	16	B6758
479			
480			
481	575620	11	B6751
482			
483	575620	13	B6753
484			
485	575620	14	B6755
486			
487			
488	575625	16	B6758
489			
490			
491	575640	16	B6758
492			
493			
494	575680	16	B6758
495			
496			
497	575710	16	B6758
498			
499			
500	575715	16	B6758

	A
501	575740 Telephone WT
502	13 Telephone WT
503	B6753 Misc Exp Oper WT
504	14 Telephone TD
505	B6755 Misc Exp Oper TD
506	575780 Trash Removal WT
507	13 Trash Removal WT
508	B6753 Misc Exp Oper WT
509	575780 Trash Removal TD
510	14 Trash Removal TD
511	B6755 Misc Exp Oper TD
512	575790 Trustee Fees AG
513	16 Trustee Fees AG
514	B6758 Misc Exp AG
515	575820 Uniforms WT
516	13 Uniforms WT
517	B6753 Misc Exp Oper WT
518	14 Uniforms TD
519	B6755 Misc Exp Oper TD
520	575998 PCard Undistributed
521	16 PCard Undistributed
522	B6751 Misc Exp Oper SS
523	P21 Miscellaneous
524	
525	P25 Maintenance Expense
526	620000 Material and Supplies
527	21 Mat and Sup Maint SS
528	B6202 M&S Maint SS
529	23 Mat and Sup Maint WT
530	B6204 M&S Maint WT
531	24 Mat and Sup Maint TD
532	B6206 M&S Maint TD
533	26 Mat and Sup Maint AG
534	B6208 M&S AG
535	635000 Contr Svc-Other Maint WT
536	23 Contr Svc-Other Maint WT
537	B6354 Cont Serv Other Maint WT
538	24 Contr Svc-Other Maint TD
539	B6356 Cont Serv Other Maint TD
540	26 Contr Svc-Other Maint AG
541	B6358 Cont Serv Other AG
542	675000 Misc Maint WT
543	23 Misc Maint WT
544	B6754 Misc Exp Maint WT
545	24 Misc Maint TD
546	B6756 Misc Exp Maint TD
547	2410 Misc Maint TD Struct & Imp
548	B6756 Misc Exp Maint TD
549	2435 Misc Maint TD Meters
550	B6756 Misc Exp Maint TD

	B	C	D	E	F
501					
502					
503	1,976.74	18,798.18	4,255.16	16,973.41	P21
504					
505	1,480.83	11,897.53	3,123.39	10,701.21	P21
506					
507					
508	149.36	1,364.97	350.63	2,123.71	P21
509					
510					
511	104.21	509.52	97.20	579.54	P21
512					
513					
514	3,730.89	4,238.27	487.90	417.90	P21
515					
516					
517	29.25	2,823.57	447.62	2,213.12	P21
518					
519	123.80	206.90	169.35	169.35	P21
520					
521					
522	(273.91)	(73.42)	29.98	29.98	P21
523	196,468.28	962,625.94	149,063.84	838,706.71	
524					
525					
526					
527					
528	10,867.04	74,089.81	8,009.68	54,283.27	P25
529					
530	8,238.86	36,175.50	16,649.47	42,995.41	P25
531					
532	25,947.77	134,552.95	5,364.87	144,979.59	P25
533					
534	0.00	562.63	0.00	(8.65)	P25
535					
536					
537	0.00	18,744.19	472.61	4,829.61	P25
538					
539	0.00	0.00	0.00	1,987.03	P25
540					
541	522.42	662.42	105.00	2,458.56	P25
542					
543					
544	0.00	0.00	1,999.35	1,999.35	P25
545					
546	0.00	160.60	0.00	0.00	P25
547					
548	0.00	395.46	0.00	0.00	P25
549					
550	3,274.97	8,925.83	245.62	6,166.88	P25

	G	H	I
501			
502			
503	575740	13	B6753
504			
505	575740	14	B6755
506			
507			
508	575780	13	B6753
509			
510			
511	575780	14	B6755
512			
513			
514	575790	16	B6758
515			
516			
517	575820	13	B6753
518			
519	575820	14	B6755
520			
521			
522	575998	16	B6751
523			
524			
525			
526			
527			
528	620000	21	B6202
529			
530	620000	23	B6204
531			
532	620000	24	B6206
533			
534	620000	26	B6208
535			
536			
537	635000	23	B6354
538			
539	635000	24	B6356
540			
541	635000	26	B6358
542			
543			
544	675000	23	B6754
545			
546	675000	24	B6756
547			
548	675000	2410	B6756
549			
550	675000	2435	B6756

	A
551	26 Misc Maint AG
552	B6758 Misc Exp AG
553	675110 Maint Exp ARO/Net Neg Sal AG
554	Maint Exp ARO/Net Neg Sal AG
555	B403 Depreciation Exp
556	26 Maint Exp ARO/Net Neg Sal AG
557	B403 Depreciation Exp
558	675450 Office Equipment AG
559	26 Office Equipment AG
560	B6758 Misc Exp AG
561	675650 Paving/Backfill TD
562	24 Paving/Backfill TD
563	B6756 Misc Exp Maint TD
564	P25 Maintenance Expense
565	
566	P27 Depreciation
567	680110 Depr Exp-General
568	Depr Exp-General
569	B403 Depreciation Exp
570	680120 Depr Exp-Amort CIAC Tax
571	Depr Exp-Amort CIAC Tax
572	B403 Depreciation Exp
573	680125 Depr Exp-Amort CIAC Non Tax
574	Depr Exp-Amort CIAC Non Tax
575	B403 Depreciation Exp
576	P27 Depreciation
577	
578	P28 Amortization
579	680520 Amort-Capital Leases
580	Amort-Capital Leases
581	B4071 Amort-Ltd Term UP
582	680540 Amort-Reg Asset AFUDC
583	Amort-Reg Asset AFUDC
584	B4071 Amort-Ltd Term UP
585	680620 Amort-Reg Asset
586	Amort-Reg Asset
587	B4071 Amort-Ltd Term UP
588	P28 Amortization
589	
590	P29 General Taxes
591	685100 Utility Reg Assessment Fee
592	Utility Reg Assessment Fee
593	B40810 Tax Oth thn Inc-Reg Asses
594	685200 Property Taxes
595	Property Taxes
596	B40811 Tax Oth thn Inc-Property
597	685320 FUTA
598	FUTA
599	B40812 Tax Oth thn Inc-Payroll T
600	685325 FICA

	B	C	D	E	F
551					
552	5,500.25	36,547.69	2,173.88	36,074.92	P25
553					
554					
555	0.00	0.00	0.00	55,772.92	P25
556					
557	34,268.95	203,750.98	27,812.20	139,580.07	P25
558					
559					
560	0.00	181.19	0.00	0.00	P25
561					
562					
563	18,757.17	82,970.06	17,432.09	110,048.69	P25
564	107,377.43	597,719.31	80,264.77	601,167.65	
565					
566					
567					
568					
569	401,491.27	2,396,630.20	395,179.06	2,298,795.63	P27
570					
571					
572	(4,799.80)	(27,314.15)	(4,262.74)	(34,656.58)	P27
573					
574					
575	(9,386.97)	28,634.29	(8,419.84)	(59,873.62)	P27
576	387,304.50	2,397,950.34	382,496.48	2,204,265.43	
577					
578					
579					
580					
581	8,836.11	53,016.66	8,836.11	53,016.66	P28
582					
583					
584	2,031.65	11,937.59	1,214.00	7,284.00	P28
585					
586					
587	98.00	588.00	98.00	588.00	P28
588	10,965.76	65,542.25	10,148.11	60,888.66	
589					
590					
591					
592					
593	6,295.73	37,774.38	5,427.75	32,566.50	P29
594					
595					
596	280,491.02	1,353,637.42	210,366.13	1,339,766.49	P29
597					
598					
599	7.71	3,572.88	73.77	5,059.79	P29
600					

	G	H	I
551			
552	675000	26	B6758
553			
554			
555	675110		B403
556			
557	675110	26	B403
558			
559			
560	675450	26	B6758
561			
562			
563	675650	24	B6756
564			
565			
566			
567			
568			
569	680110		B403
570			
571			
572	680120		B403
573			
574			
575	680125		B403
576			
577			
578			
579			
580			
581	680520		B4071
582			
583			
584	680540		B4071
585			
586			
587	680620		B4071
588			
589			
590			
591			
592			
593	685100		B40810
594			
595			
596	685200		B40811
597			
598			
599	685320		B40812
600			

	A
601	FICA
602	B40812 Tax Oth thn Inc-Payroll T
603	685350 SUTA
604	SUTA
605	B40812 Tax Oth thn Inc-Payroll T
606	685430 Other Taxes and Licenses
607	Other Taxes and Licenses
608	B40813 Tax Oth thn Inc-Other
609	685440 Gross Receipts Tax
610	Gross Receipts Tax
611	B40813 Tax Oth thn Inc-Other
612	P29 General Taxes
613	
614	P30 State Income Taxes
615	690210 SIT-Current
616	SIT-Current
617	B40911 Income Taxes-SIT Oper
618	690213 SIT-Interim Curr
619	SIT-Interim Curr
620	B40911 Income Taxes-SIT Oper
621	690220 SIT-Prior Year Adj
622	SIT-Prior Year Adj
623	B40911 Income Taxes-SIT Oper
624	690713 Def SIT-Interim Def
625	Def SIT-Interim Def
626	B41011 Def Inc Tax-SIT
627	690720 Def SIT-Pr Yr Adj
628	Def SIT-Pr Yr Adj
629	B41011 Def Inc Tax-SIT
630	690730 Def SIT-Reg Asset/Liab
631	001 Def SIT-Reg Asset
632	B41011 Def Inc Tax-SIT
633	002 Def SIT-Reg Liab
634	B41011 Def Inc Tax-SIT
635	690750 Def SIT-Other
636	002 Def SIT-Other Liab
637	B41011 Def Inc Tax-SIT
638	P30 State Income Taxes
639	
640	P31 Federal Income Taxes
641	690110 FIT-Current
642	FIT-Current
643	B40910 Income Taxes-FIT Oper
644	690113 FIT-Interim Curr
645	FIT-Interim Curr
646	B40910 Income Taxes-FIT Oper
647	690120 FIT-Prior Year Adj
648	FIT-Prior Year Adj
649	B40910 Income Taxes-FIT Oper
650	690613 Def FIT-Interim Def

	B	C	D	E	F
601					
602	37,092.28	194,223.71	27,048.98	174,141.01	P29
603					
604					
605	5.83	3,968.26	35.94	2,472.26	P29
606					
607					
608	27,500.00	139,895.00	29,988.00	170,162.00	P29
609					
610					
611	48,185.08	289,110.48	33,775.67	202,654.02	P29
612	399,577.65	2,022,182.13	306,716.24	1,926,822.07	
613					
614					
615					
616					
617	47,302.00	64,706.00	0.00	(603.00)	P30
618					
619					
620	0.00	0.00	47,207.10	46,989.63	P30
621					
622					
623	0.00	0.00	0.00	0.00	P30
624					
625					
626	0.00	0.00	32,295.27	12,589.85	P30
627					
628					
629	0.00	0.00	0.00	0.00	P30
630					
631					
632	4,862.08	29,172.48	4,516.00	26,801.92	P30
633					
634	259.50	477.00	(617.59)	(3,411.86)	P30
635					
636					
637	(19,340.00)	(51,564.00)	0.00	95.00	P30
638	33,083.58	42,791.48	83,400.78	82,461.54	
639					
640					
641					
642					
643	37,786.00	19,124.00	0.00	302.00	P31
644					
645					
646	0.00	0.00	400,352.73	399,140.51	P31
647					
648					
649	0.00	0.00	0.00	0.00	P31
650					

	G	H	I
601			
602	685325		B40812
603			
604			
605	685350		B40812
606			
607			
608	685430		B40813
609			
610			
611	685440		B40813
612			
613			
614			
615			
616			
617	690210		B40911
618			
619			
620	690213		B40911
621			
622			
623	690220		B40911
624			
625			
626	690713		B41011
627			
628			
629	690720		B41011
630			
631			
632	690730	001	B41011
633			
634	690730	002	B41011
635			
636			
637	690750	002	B41011
638			
639			
640			
641			
642			
643	690110		B40910
644			
645			
646	690113		B40910
647			
648			
649	690120		B40910
650			

	A
651	Def FIT-Interim Def
652	B41010 Def Inc Tax-FIT
653	690620 Def FIT-Pr Yr Adj
654	Def FIT-Pr Yr Adj
655	B41010 Def Inc Tax-FIT
656	690630 Def FIT-Reg Asset/Liab
657	001 Def FIT-Reg Asset
658	B41010 Def Inc Tax-FIT
659	002 Def FIT-Reg Liab
660	B41010 Def Inc Tax-FIT
661	690650 Def FIT-Other
662	002 Def FIT-Other Liab
663	B41010 Def Inc Tax-FIT
664	695220 ITC Restored - 3%
665	ITC Restored - 3%
666	B41211 ITC-Restored
667	695230 ITC Restored - 4%
668	ITC Restored - 4%
669	B41211 ITC-Restored
670	695240 ITC Restored - 10%
671	ITC Restored - 10%
672	B41211 ITC-Restored
673	P31 Federal Income Taxes
674	
675	P39 Interest Income
676	710500 Int Inc-Inside
677	AW46 Int Inc-Inside AW46
678	B419 Interest & Dividend Incom
679	P39 Interest Income
680	
681	P40 AFUDC Equity
682	705100 AFUDC - Equity
683	AFUDC - Equity
684	B420 AFUDC
685	P40 AFUDC Equity
686	
687	P42 M&J Misc Income
688	715111 M&J Revenues-Outside
689	M&J Revenues-Outside
690	B415 M&J Revenues
691	716121 M&J Expenses-Outside
692	M&J Expenses-Outside
693	B416 M&J Expenses
694	716122 M&J Expenses-Inside
695	M&J Expenses-Inside
696	B416 M&J Expenses
697	717110 Misc Non-Util Income-Out
698	Misc Non-Util Income-Out
699	B421 Nonutility Income
700	P42 M&J Misc Income

	B	C	D	E	F
651					
652	0.00	0.00	25,086.41	(134,121.15)	P31
653					
654					
655	0.00	0.00	0.00	0.00	P31
656					
657					
658	42,608.92	255,653.52	40,885.00	245,604.08	P31
659					
660	(2,897.42)	(17,384.52)	(2,887.41)	(17,618.14)	P31
661					
662					
663	(2,843.00)	(50,291.00)	0.00	10.00	P31
664					
665					
666	(258.00)	(1,548.00)	(258.00)	(1,548.00)	P31
667					
668					
669	(397.00)	(2,382.00)	(397.00)	(2,382.00)	P31
670					
671					
672	(5,709.00)	(34,254.00)	(5,709.00)	(34,254.00)	P31
673	68,290.50	168,918.00	457,072.73	455,133.30	
674					
675					
676					
677					
678	0.00	0.00	(63,328.16)	(69,283.01)	P39
679	0.00	0.00	(63,328.16)	(69,283.01)	
680					
681					
682					
683					
684	(10,985.38)	(25,278.73)	(4,837.90)	(45,305.04)	P40
685	(10,985.38)	(25,278.73)	(4,837.90)	(45,305.04)	
686					
687					
688					
689					
690	(4,486.00)	(22,056.01)	(4,701.00)	(17,737.00)	P42
691					
692					
693	1,568.66	15,277.55	1,714.04	14,833.91	P42
694					
695					
696	0.00	0.00	0.00	5,628.02	P42
697					
698					
699	0.00	0.00	0.00	(4,689.46)	P42
700	(2,917.34)	(6,778.46)	(2,986.96)	(1,964.53)	

	G	H	I
651			
652	690613		B41010
653			
654			
655	690620		B41010
656			
657			
658	690630	001	B41010
659			
660	690630	002	B41010
661			
662			
663	690650	002	B41010
664			
665			
666	695220		B41211
667			
668			
669	695230		B41211
670			
671			
672	695240		B41211
673			
674			
675			
676			
677			
678	710500	AW46	B419
679			
680			
681			
682			
683			
684	705100		B420
685			
686			
687			
688			
689			
690	715111		B415
691			
692			
693	716121		B416
694			
695			
696	716122		B416
697			
698			
699	717110		B421
700			

	A
701	
702	P48 Misc Other Deductions
703	760100 Donations Deduct
704	Donations Deduct
705	B426 Misc Nonutility Expense
706	760200 Other Income Deductions
707	Other Income Deductions
708	B426 Misc Nonutility Expense
709	760400 Other Lobbying Expenses
710	Other Lobbying Expenses
711	B426 Misc Nonutility Expense
712	P48 Misc Other Deductions
713	
714	P50 State Income Taxes
715	780100 SIT-Other Inc & Ded Curr
716	SIT-Other Inc & Ded Curr
717	B40920 Income Taxes-Oth Inc/Ded
718	780113 SIT-BTL Interim Curr
719	SIT-BTL Interim Curr
720	B40920 Income Taxes-Oth Inc/Ded
721	P50 State Income Taxes
722	
723	P51 Federal Income Taxes
724	790100 FIT-Oth Inc & Ded-curr
725	FIT-Oth Inc & Ded-curr
726	B40920 Income Taxes-Oth Inc/Ded
727	790113 FIT-BTL Interim Curr
728	FIT-BTL Interim Curr
729	B40920 Income Taxes-Oth Inc/Ded
730	P51 Federal Income Taxes
731	
732	P56 Interest on LTD
733	810100 Int LTD-Outside Reg
734	Int LTD-Outside Reg
735	B4273 Int Exp-LTD
736	810300 Int Cap Lease-Outside
737	Int Cap Lease-Outside
738	B4273 Int Exp-LTD
739	810400 Int LTD-Inside
740	AW46 Int LTD-Inside AW46
741	B4273 Int Exp-LTD
742	P56 Interest on LTD
743	
744	P57 Amort Debt Exp
745	820100 Amort Debt Disc & Exp
746	Amort Debt Disc & Exp
747	B428 Amort Debt Expense
748	820110 Amort Debt Exp Inside
749	AW46 Amort DExp Inside AW46
750	B428 Amort Debt Expense

	B	C	D	E	F
701					
702					
703					
704					
705	30,000.00	54,234.18	5,500.00	26,147.50	P48
706					
707					
708	0.00	890.00	0.00	740.00	P48
709					
710					
711	10,003.78	20,003.78	0.00	0.00	P48
712	40,003.78	75,127.96	5,500.00	26,887.50	
713					
714					
715					
716					
717	(5,440.00)	(7,331.00)	0.00	0.00	P50
718					
719					
720	0.00	0.00	2,684.46	1,726.86	P50
721	(5,440.00)	(7,331.00)	2,684.46	1,726.86	
722					
723					
724					
725					
726	(6,440.00)	(4,412.00)	0.00	0.00	P51
727					
728					
729	0.00	0.00	20,006.09	14,668.38	P51
730	(6,440.00)	(4,412.00)	20,006.09	14,668.38	
731					
732					
733					
734					
735	48,085.17	458,684.66	82,119.89	521,517.15	P56
736					
737					
738	8,351.22	46,726.19	8,813.47	53,437.20	P56
739					
740					
741	173,876.83	1,060,584.82	179,716.34	953,693.53	P56
742	230,313.22	1,565,995.67	270,649.70	1,528,647.88	
743					
744					
745					
746					
747	315.03	5,359.42	936.53	5,619.18	P57
748					
749					
750	1,447.29	9,209.28	1,453.29	6,321.96	P57

	G	H	I
701			
702			
703			
704			
705	760100		B426
706			
707			
708	760200		B426
709			
710			
711	760400		B426
712			
713			
714			
715			
716			
717	780100		B40920
718			
719			
720	780113		B40920
721			
722			
723			
724			
725			
726	790100		B40920
727			
728			
729	790113		B40920
730			
731			
732			
733			
734			
735	810100		B4273
736			
737			
738	810300		B4273
739			
740			
741	810400	AW46	B4273
742			
743			
744			
745			
746			
747	820100		B428
748			
749			
750	820110	AW46	B428

	A
751	P57 Amort Debt Exp
752	
753	P58 Interest on Bank Debt
754	830100 Interest STD Inside
755	AW46 Interest STD Inside
756	B4272 Int Exp-Short Term Debt
757	P58 Interest on Bank Debt
758	
759	P59 Other Interest Exp
760	840000 Other Interest Expense
761	Other Interest Expense
762	B4275 Int Exp-Other
763	P59 Other Interest Exp
764	
765	P60 AFUDC Debt
766	850000 AFUDC Debt
767	AFUDC Debt
768	B420 AFUDC
769	P60 AFUDC Debt
770	
771	P64 Preferred Dividends
772	860100 Div Dec Pref Stk-Outside
773	Div Dec Pref Stk-Outside
774	B437 Dividends Declared - Pref
775	P64 Preferred Dividends
776	
777	P69 Common Dividends
778	860220 Div Decl Com Stk In
779	AW02 Div Decl Com Stk In-AW02
780	B438 Dividends Declared - Com
781	P69 Common Dividends
782	00026 Tennessee-American Water Co.
783	

	B	C	D	E	F
751	1,762.32	14,568.70	2,389.82	11,941.14	
752					
753					
754					
755					
756	36,612.09	187,500.83	99,003.06	371,982.48	P58
757	36,612.09	187,500.83	99,003.06	371,982.48	
758					
759					
760					
761					
762	0.00	0.00	0.00	0.00	P59
763	0.00	0.00	0.00	0.00	
764					
765					
766					
767					
768	(4,154.66)	(12,241.14)	(2,737.61)	(21,893.08)	P60
769	(4,154.66)	(12,241.14)	(2,737.61)	(21,893.08)	
770					
771					
772					
773					
774	5,756.67	34,540.00	5,756.67	34,544.10	P64
775	5,756.67	34,540.00	5,756.67	34,544.10	
776					
777					
778					
779					
780	0.00	412,627.02	0.00	0.00	P69
781	0.00	412,627.02	0.00	0.00	
782	(224,890.87)	70,567.24	(703,545.84)	(663,741.99)	
783					

	G	H	I
751			
752			
753			
754			
755			
756	830100	AW46	B4272
757			
758			
759			
760			
761			
762	840000		B4275
763			
764			
765			
766			
767			
768	850000		B420
769			
770			
771			
772			
773			
774	860100		B437
775			
776			
777			
778			
779			
780	860220	AW02	B438
781			
782			
783			

	A
1	PCDWLD
2	83500 American Water Works Company
3	RT026USR Tennessee American Water - Co 26
4	ST Company Level
5	Statistical - Curr & Prior Month & YTD
6	For the Period Ending 06/30/2008
7	
8	Tennessee-American Water Co.
9	
10	
11	
12	Description
13	----------
14	System Delivery
15	System Delivery (T Gallons)
16	Inter Company Sys Delivery (T Gallons)
17	Total System Delivery
18	Water Sales
19	Residential
20	Commercial
21	Industrial
22	Fire Service
23	OPA
24	Resale
25	Miscellaneous
26	Inter Company
27	Total Water Sales
28	Number of Water Customers
29	Residential
30	Commercial
31	Industrial
32	Fire Service
33	OPA
34	Resale
35	Miscellaneous
36	Total Number of Water Customers
37	Number of Sewer Customers
38	Residential
39	Commercial
40	Industrial
41	Fire Service
42	OPA
43	Resale
44	Total Number of Sewer Customers
45	Total Number of Customers
46	
47	System Delivery
48	System Delivery (T Gallons)
49	Inter Company Sys Delivery (T Gallons)
50	Total System Delivery

	B	C	D	E	F	G
1						
2						
3						
4						
5						
6						
7						
8						
9						
10	Current	Current	Actual/	Prior Year	Current/	Current
11	Month	Month	Budget	Month	Prior	YTD
12	Actual	Budget	Variance	Actual	Variance	Actual
13	----------	----------	----------	----------	----------	----------
14						
15	1,279,299	1,225,820	53,479	1,385,274	(105,975)	6,755,743
16	0	0	0	0	0	0
17	1,279,299	1,225,820	53,479	1,385,274	(105,975)	6,755,743
18						
19	314,812	278,607	36,205	400,582	(85,770)	1,577,224
20	277,399	279,583	(2,184)	326,966	(49,567)	1,431,229
21	204,917	206,851	(1,934)	225,516	(20,599)	1,103,363
22	0	0	0	0	0	0
23	81,453	74,702	6,751	77,777	3,676	364,659
24	122,746	111,493	11,253	192,176	(69,430)	578,680
25	0	0	0	0	0	0
26	0	0	0	0	0	0
27	1,001,328	951,236	50,092	1,223,017	(221,689)	5,055,155
28						
29	64,875	64,558	317	64,426	449	64,875
30	8,330	8,341	(11)	8,290	40	8,330
31	122	131	(9)	126	(4)	122
32	1,111	1,056	55	1,082	29	1,111
33	667	646	21	667	0	667
34	9	7	2	9	0	9
35	0	0	0	0	0	0
36	75,114	74,739	375	74,600	514	75,114
37						
38	0	0	0	0	0	0
39	0	0	0	0	0	0
40	0	0	0	0	0	0
41	0	0	0	0	0	0
42	0	0	0	0	0	0
43	0	0	0	0	0	0
44	0	0	0	0	0	0
45	75,114	74,739	375	74,600	514	75,114
46						
47						
48	1,279,299	1,225,820	53,479	1,385,274	(105,975)	6,755,743
49	0	0	0	0	0	0
50	1,279,299	1,225,820	53,479	1,385,274	(105,975)	6,755,743

	H	I	J	K
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	Current	Actual/	Prior	Current/
11	YTD	Budget	YTD	Prior
12	Budget	Variance	Actual	Variance
13	----------	----------	----------	----------
14				
15	6,555,310	200,433	7,102,945	(347,202)
16	0	0	0	0
17	6,555,310	200,433	7,102,945	(347,202)
18				
19	1,480,671	96,553	1,687,960	(110,736)
20	1,495,449	(64,220)	1,495,935	(64,706)
21	1,088,476	14,887	1,138,331	(34,968)
22	0	0	0	0
23	353,364	11,295	375,802	(11,143)
24	668,958	(90,278)	642,465	(63,785)
25	0	0	0	0
26	0	0	0	0
27	5,086,918	(31,763)	5,340,494	(285,339)
28				
29	64,558	317	64,426	449
30	8,341	(11)	8,290	40
31	131	(9)	126	(4)
32	1,056	55	1,082	29
33	646	21	667	0
34	7	2	9	0
35	0	0	0	0
36	74,739	375	74,600	514
37				
38	0	0	0	0
39	0	0	0	0
40	0	0	0	0
41	0	0	0	0
42	0	0	0	0
43	0	0	0	0
44	0	0	0	0
45	74,739	375	74,600	514
46				
47				
48	6,555,310	200,433	7,102,945	(347,202)
49	0	0	0	0
50	6,555,310	200,433	7,102,945	(347,202)

	A
51	Water Sales
52	Residential
53	Commercial
54	Industrial
55	Other
56	Inter Company
57	Total Water Sales
58	Number of Water Customers
59	Residential
60	Commercial
61	Industrial
62	Fire Service
63	Other
64	Total Number of Water Customers
65	Number of Sewer Customers
66	Residential
67	Commercial
68	Industrial
69	Fire Service
70	Other
71	Total Number of Sewer Customers
72	Total Number of Customers
73	

	B	C	D	E	F	G
51						
52	314,812	278,607	36,205	400,582	(85,770)	1,577,224
53	277,399	279,583	(2,184)	326,966	(49,567)	1,431,229
54	204,917	206,851	(1,934)	225,516	(20,599)	1,103,363
55	204,199	186,195	18,004	269,953	(65,754)	943,339
56	0	0	0	0	0	0
57	1,001,328	951,236	50,092	1,223,017	(221,689)	5,055,155
58						
59	64,875	64,558	317	64,426	449	64,875
60	8,330	8,341	(11)	8,290	40	8,330
61	122	131	(9)	126	(4)	122
62	1,111	1,056	55	1,082	29	1,111
63	676	653	23	676	0	676
64	75,114	74,739	375	74,600	514	75,114
65						
66	0	0	0	0	0	0
67	0	0	0	0	0	0
68	0	0	0	0	0	0
69	0	0	0	0	0	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0
72	75,114	74,739	375	74,600	514	75,114
73						

	H	I	J	K
51				
52	1,480,671	96,553	1,687,960	(110,736)
53	1,495,449	(64,220)	1,495,935	(64,706)
54	1,088,476	14,887	1,138,331	(34,968)
55	1,022,322	(78,983)	1,018,267	(74,928)
56	0	0	0	0
57	5,086,918	(31,763)	5,340,494	(285,339)
58				
59	64,558	317	64,426	449
60	8,341	(11)	8,290	40
61	131	(9)	126	(4)
62	1,056	55	1,082	29
63	653	23	676	0
64	74,739	375	74,600	514
65				
66	0	0	0	0
67	0	0	0	0
68	0	0	0	0
69	0	0	0	0
70	0	0	0	0
71	0	0	0	0
72	74,739	375	74,600	514
73				

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Sheila Miller

Discovery Request No. 23:

Please provide corrected November 2007 and May 2008 TRA 3.06 surveillance reports. Specifically, except for the month of report, the figures presented in the November 2007 TRA 3.06 surveillance report are identical to the figures presented in the October 2007 report; and page 1 of the May 2008 TRA 3.06 surveillance report contains an incorrect figures for column (c) ("Amount for this Month Last Year"), column (e) ("Year-To-Date Last Year"), and column (g) ("12 Months-To-Date Last Year").

Response:

Please see the attached amended TRA 3.06 surveillance reports for the months of November 2007 and May 2008.

MONTHLY REPORT OF REVENUES, EXPENSES AND INVESTMENTS
WATER COMPANIES

PSC--3 06

Company Name: Tennessee-American Water Co
Month of Report: November 2007

(a)	Amount for this Month This Year (b)	Amount for this Month Last Year (c)	Year-To-Date This Year (d)	Year-To-Date Last Year (e)	12 Months-To-Date This Year (f)	12 Months-To-Date Last Year (g)
Operating Revenues						
1. Residential Sales	984,558	1,254,177	10,124,801	12,601,634	15,183,550	13,809,101
2. Commercial Sales	970,033	946,770	7,195,332	9,453,581	11,084,750	10,366,316
3. Industrial Sales	355,160	303,222	2,441,814	3,387,875	3,834,564	3,764,920
4. Other Sales	627,710	691,656	4,472,590	5,980,547	7,006,233	6,456,925
5. Total Operating Revenues (Item 1-4)	2,937,460	3,195,825	24,234,537	31,423,637	37,109,097	34,397,262
Operating Expenses						
6. Source of Supply Expense	20,388	24,039	169,855	180,858	203,504	194,977
7. Pumping and Water Treatment Expense	418,429	399,818	3,400,076	4,536,477	5,098,077	4,906,203
8. Transmission and Distribution-Operation	70,449	65,556	503,714	704,086	751,378	768,428
9. Transmission and Distribution-Maintenance	118,647	90,649	1,124,881	1,276,405	1,662,734	1,360,857
10. Customer Accounts and Sales Expense	124,535	230,706	1,034,931	1,609,816	1,553,394	1,790,587
11. Administrative and General Expense	949,912	1,050,744	7,280,569	9,760,107	11,661,859	11,074,110
12. Depreciation and Amortization	322,867	350,489	3,056,386	4,087,926	4,548,034	4,446,782
13. Taxes Other Than Income Taxes	379,057	299,365	2,560,865	3,379,570	4,123,274	3,731,907
14. Income Taxes	107,378	104,162	1,149,911	750,292	2,031,935	1,319,495
15. Total Operating Expenses (Item 6-14)	2,511,662	2,615,528	20,281,188	26,285,537	31,634,189	29,593,346
16. Net Operating Income (Item 5 less 15)	425,799	580,297	3,953,349	5,138,100	5,474,908	4,803,916
17. Other Income	1,978	1,237	73,911	6,213	79,250	4,822
18. Miscellaneous Income Deductions	5,929	(481)	52,771	25,862	71,817	24,944
19. Interest Charges	303,168	292,716	2,535,117	2,999,445	3,765,106	3,260,894
20. Net Income	118,680	289,299	1,439,372	2,119,006	1,717,235	1,522,900

	Balance at End of Month This Year (h)	Balance at End of Month Last Year (i)	Aver. for 12 Mo -To-Date This Year (j)	Aver. for 12 Mo -To-Date Last Year (k)
21. Utility Plant In Service (1)	197,159,678	181,434,793	192,721,881	176,765,200
22. Construction Work in Progress	2,829,032	3,469,458	2,072,795	1,836,902
23. Utility Plant Acquisition Adjustment	74,850	0	98,358	0
24. Property Held for Future Use	0	0	0	0
25. Accumulated Depreciation and Amort.(1)	57,436,980	52,960,183	55,446,113	51,336,132
26. Materials and Supplies	314,087	646,621	308,862	318,396
27. Unamortized Investment Credit	1,122,628	1,198,996	1,157,630	1,240,364
28. Deferred Income Tax	17,726,097	17,291,002	18,106,601	17,461,929
29. Contributions in Aid of Construction	8,258,501	7,312,160	8,279,637	7,227,494
30. Customer Advances for Construction	5,750,627	5,409,523	5,850,761	5,018,673
31. Preferred Stock	1,381,600	1,381,600	1,381,558	1,382,058
32. Common Stock	13,754,235	13,754,235	13,754,235	13,754,235
33. Premium on Capital Stock and Other Capital	8,288,918	4,788,918	8,288,918	4,788,781
34. Retained Earnings	21,291,805	20,663,222	20,083,593	19,632,195
35. Long Term Debt (1)	53,751,569	39,890,031	50,405,616	40,212,426

(1) Includes Capital Lease

TENNESSEE-AMERICAN WATER COMPANY

SUPPLEMENTAL FINANCIAL DATA TO PSC-3.06

FOR THE MONTH ENDED NOVEMBER 2007

Line #		Average Monthly Balance	Average for 12 MTD
1	Additions:		
2	Plant in Service	$191,474,779	$191,131,381
3	Plant Under Construction	2,117,556	2,072,795
4	Property Held For Future Use	0	0
5	Materials and Supplies	310,382	308,862
6	Other Additions:		
7	Leased Utility Plant	1,590,500	1,590,500
8	Unamortized Painting - net	0	0
9	Working Capital C/	1,385,205	1,385,205
10			
11	Total Additions	196,878,422	196,488,743
12			
13			
14	Deductions:		
15	Accumulated Depreciaton and Amortization	55,632,123	55,446,113
16	Accumulated Deferred Income Taxes	18,154,575	18,106,601
17	Unamortized Investment Credit - Pre 1971	39,283	39,412
18	Customer Deposits	0	0
19	Other Deductions:		
20	Contributions in Aid of Construction	8,281,346	8,279,637
21	Customer Advances for Construction	5,866,446	5,850,761
22	All Other A/	(346,788)	(335,538)
23			
24			
25			
26	Total Deductions	87,626,985	87,386,986
27			
28	Rate Base	$109,251,437	$109,101,757
29			
30	Net Operating Income	$425,799	$5,474,908
31	Adjustments to NOI		
32	Allowance for funds used during construction	5,641	110,499
33	Adjustment to reflect effective federal		
34	Income tax rate (debt assigned to parent)	12,395	147,100
35	Interest on customer deposits	0	0
36			
37			
38			
39	Adjusted Net Operating Income	$443,834	$5,732,507
40			
41			
42	Rate of return B/	4.88%	5.25%

A/ All Other

Acquisition adjustment	($96,103)	($98,358)
Accounts payable applicable to CWIP	34,298	53,825
Unpaid for materials and supplies	51,159	50,084
Taxes on CIAC-DEF FIT & SIT	(336,142)	(341,089)
	($346,788)	($335,538)

B/ Rate of return - Monthly (L25 / L18) x 12

C/ Per order

Cash working capital Lead Lag Study	$543,000
Incidental collection	(1,981,081)
Average cash	366,929
Other components	2,456,357
Working cash	$1,385,205

MONTHLY REPORT OF REVENUES, EXPENSES AND INVESTMENTS
WATER COMPANIES

PSC--3 06

Company Name: Tennessee-American Water Co
Month of Report: May 2008

(a)	Amount for this Month This Year (b)	Amount for this Month Last Year (c)	Year-To-Date This Year (d)	Year-To-Date Last Year (e)	12 Months-To-Date This Year (f)	12 Months-To-Date Last Year (g)
Operating Revenues						
1. Residential Sales	1,275,970	1,149,546	5,869,380	5,408,762	15,853,455	14,004,764
2. Commercial Sales	1,012,295	829,051	4,461,632	3,934,295	11,784,443	10,319,217
3. Industrial Sales	338,648	259,654	1,518,000	1,375,127	4,018,916	3,725,661
4. Other Sales	578,175	561,584	2,667,064	2,507,307	7,217,171	6,727,788
5. Total Operating Revenues (Item 1-4)	3,205,087	2,799,836	14,516,076	13,225,491	38,873,985	34,777,430
Operating Expenses						
6. Source of Supply Expense	17,567	17,103	74,801	62,222	207,570	181,272
7. Pumping and Water Treatment Expense	384,027	417,545	2,044,857	1,968,597	4,871,815	5,127,125
8. Transmission and Distribution-Operation	65,164	53,282	311,584	299,948	764,828	722,979
9. Transmission and Distribution-Maintenance	114,693	130,463	580,893	735,119	1,423,543	1,575,955
10. Customer Accounts and Sales Expense	167,705	223,430	637,788	675,048	1,563,959	1,753,051
11. Administrative and General Expense	1,172,392	1,022,785	5,381,278	4,503,807	12,624,872	11,364,983
12. Depreciation and Amortization	398,282	392,356	2,065,222	1,872,510	4,717,077	4,560,836
13. Taxes Other Than Income Taxes	346,855	309,924	1,622,604	1,620,106	3,914,929	3,838,636
14. Income Taxes	106,464	(34,097)	259,440	(2,683)	2,379,519	782,511
15. Total Operating Expenses (Item 6-14)	2,773,150	2,532,791	12,978,467	11,734,674	32,468,112	29,907,348
16. Net Operating Income (Item 5 less 15)	431,936	267,044	1,537,609	1,490,817	6,405,873	4,870,082
17. Other Income	(1,781)	(2,128)	3,861	4,932	73,197	3,703
18. Miscellaneous Income Deductions	12,562	7,577	35,186	15,092	92,622	30,250
19. Interest Charges	286,086	318,425	1,499,378	1,552,330	3,722,728	3,562,009
20. Net Income	131,508	(61,085)	6,906	(71,673)	2,663,720	1,281,526

	Balance at End of Month This Year (h)	Balance at End of Month Last Year (i)	Aver. for 12 Mo.-To-Date This Year (j)	Aver. for 12 Mo.-To-Date Last Year (k)
21. Utility Plant In Service (1)	202,808,858	192,508,675	197,991,399	184,771,777
22. Construction Work in Progress	1,714,634	1,878,222	1,980,709	2,014,098
23. Utility Plant Acquisition Adjustment	74,850	0	94,984	0
24. Property Held for Future Use	0	0	0	0
25. Accumulated Depreciation and Amort.(1)	58,525,620	55,307,243	57,074,758	53,294,114
26. Materials and Supplies	346,991	365,883	317,129	326,593
27. Unamortized Investment Credit	1,084,444	1,160,812	1,119,446	1,195,814
28. Deferred Income Tax	17,355,004	18,526,657	17,583,556	17,773,957
29. Contributions in Aid of Construction	8,443,042	8,280,380	8,318,827	7,766,590
30. Customer Advances for Construction	7,037,005	5,959,523	6,281,592	5,446,430
31. Preferred Stock	1,381,600	1,381,600	1,381,600	1,381,767
32. Common Stock	13,754,235	13,754,235	13,754,235	13,754,235
33. Premium on Capital Stock and Other Capital	15,796,156	8,288,918	10,164,522	6,538,856
34. Retained Earnings	20,365,306	19,399,957	20,602,183	19,727,776
35. Long Term Debt (1)	52,668,004	53,812,199	53,490,898	43,473,138

(1) Includes Capital Lease

TENNESSEE-AMERICAN WATER COMPANY

SUPPLEMENTAL FINANCIAL DATA TO PSC-3.06

FOR THE MONTH ENDED MAY 2008

Line #		Average Monthly Balance	Average for 12 MTD
1	Additions:		
2	Plant in Service	$199,708,298	$196,400,899
3	Plant Under Construction	1,530,225	1,980,709
4	Property Held For Future Use	0	0
5	Materials and Supplies	332,855	317,129
6	Other Additions:		
7	Leased Utility Plant	1,590,500	1,590,500
8	Unamortized Painting - net	0	0
9	Working Capital C/	1,385,205	1,385,205
10			
11	Total Additions	204,547,083	201,674,442
12			
13			
14	Deductions:		
15	Accumulated Depreciaton and Amortization	57,806,054	57,074,758
16	Accumulated Deferred Income Taxes	17,040,442	17,583,556
17	Unamortized Investment Credit - Pre 1971	36,961	37,864
18	Customer Deposits	0	0
19	Other Deductions:		
20	Contributions in Aid of Construction	8,341,690	8,318,827
21	Customer Advances for Construction	6,818,002	6,281,592
22	All Other A/	(343,196)	(327,740)
23			
24			
25			
26	Total Deductions	89,699,953	88,968,857
27			
28	Rate Base	$114,847,130	$112,705,585
29			
30	Net Operating Income	$431,936	$6,405,873
31	Adjustments to NOI		
32	Allowance for funds used during construction	9,233	59,998
33	Adjustment to reflect effective federal		
34	Income tax rate (debt assigned to parent)	13,030	116,506
35	Interest on customer deposits	0	0
36			
37			
38			
39	Adjusted Net Operating Income	$454,199	$6,582,377
40			
41			
42	Rate of return B/	4.75%	5.84%

A/ All Other

Acquisition adjustment	($74,850)	($94,984)
Accounts payable applicable to CWIP	16,225	53,825
Unpaid for materials and supplies	52,826	50,084
Taxes on CIAC-DEF. FIT & SIT	(337,397)	(336,665)
	($343,196)	($327,740)

B/ Rate of return - Monthly (L25 / L18) x 12

C/ Per order

Cash working capital Lead Lag Study	$543,000
Incidental collection	(1,981,081)
Average cash	366,929
Other components	2,456,357
Working cash	$1,385,205

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 24:

In its S-1 Registration statement filed May 6, 2008 with the SEC, American Water Works ("AWW") stated: "RWE intends to fully divest its ownership of American Water through the consummation of one or more public offerings of common stock of American Water as soon as reasonably practicable, subject to market conditions." Provide any study, document, emails and written material in possession of AWW and/or TAWC where RWE or RWE Aqua Holdings GmbH considered or considers what circumstances, financial or otherwise, constitute market conditions that "are reasonably practicable" for the public offerings of common stock.

Response:

The Company objects to this question on the grounds that it is duplicative of discovery request CAPD-1-part III-Q7. Please see the responses and supplemental responses previously supplied to CAPD-1-part III-Q7.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 25:

Please provide any study, document, emails and written material in possession of AWW and/or TAWC where RWE, RWE Aqua Holdings GmbH, or American Water Works has performed or caused to be performed a study of American Water Works' expected market value between now and 2010.

Response:

The Company objects to this question on the grounds that it is duplicative of discovery request CAPD-1-Part III-Q8. Please see the responses and supplemental responses previously supplied to CAPD-1-Part III-Q8.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 26:

Please provide any study, document, emails and written material in possession of AWW and/or TAWC where RWE, RWE Aqua Holdings GmbH, or American Water Works has performed or caused to be performed a study involving the issuance of a second class of stock or a proposal for a second class of stock.

Response:

The Company objects to this question on the grounds that it is duplicative of discovery request CAPD-1-Part III-Q9. Please see the responses and supplemental responses previously supplied to CAPD-1-Part III-Q9.

TENNESSEE AMERICAN WATER COMPANY
DOCKET NO. 08-00039
SECOND DISCOVERY REQUEST OF THE
CONSUMER ADVOCATE AND PROTECTION DIVISION

Responsible Witness: Michael A. Miller

Discovery Request No. 27:

Please provide any study, document, emails and written material in possession of AWW and/or TAWC where RWE, RWE Aqua Holdings GmbH, or American Water Works has performed or caused to be performed a study involving the issuance of dividends to AWW shareholders, whether actual or proposed.

Response:

The Company objects to this question on the grounds that it is duplicative of discovery request CAPD-1-Part III-Q10. Please see the responses and supplemental responses previously supplied to CAPD-1-Part III-Q10.